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May 28, 2004

Chairman Deborah Taylor Tate  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, Tennessee 37243

Re: Response of United Telephone-Southeast, Inc. to Petition for Arbitration of KMC  
Telecom III LLC, KMC Telecom V, Inc., and KMC Data LLC  
Docket No. 04-00136

Dear Chairman Tate:

Enclosed for filing in the above-referenced proceeding are the original and thirteen (13) copies of the Response of United Telephone-Southeast, Inc. to Petition for Arbitration of KMC Telecom III LLC, KMC Telecom V, Inc., and KMC Data LLC (collectively, "KMC").

Copies of this Response are being served upon KMC. If I can be of assistance, please call me at your convenience.

Sincerely yours,

Edward Phillips

HEP:sm

Enclosures

cc: Parties of Record

## CERTIFICATE OF SERVICE

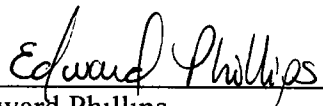
I hereby certify that I have served a copy of the Response of United Telephone-Southeast, Inc. to Petition for Arbitration of KMC Telecom III LLC, KMC Telecom V, Inc., and KMC Data LLC upon all parties of record to this Docket by depositing a copy addressed to each in the United States Mail, first-class postage prepaid, and that an electronic copy of the Response will be delivered to the parties via electronic mail on the same day of filing with the Tennessee Regulatory Authority.

This 28<sup>th</sup> day of May, 2004.

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\_\_\_\_\_  
Edward Phillips  
United Telephone-Southeast, Inc.

BEFORE THE TENNESSEE REGULATORY AUTHORITY  
NASHVILLE, TENNESSEE

In the Matter of:	)	
	)	
Petition by KMC Telecom III LLC,	)	
KMC Telecom V, Inc., and KMC Data LLC	)	
for Arbitration of an Interconnection	)	PUC Docket No. 04-00136
Agreement with United Telephone-Southeast,	)	
Inc., Pursuant to Section 252(b) of the	)	
Communications Act of 1934, as Amended.	)	

**RESPONSE OF UNITED TELEPHONE-SOUTHEAST, INC.**  
**TO PETITION FOR ARBITRATION OF KMC TELECOM III LLC,**  
**KMC TELECOM V, INC., AND KMC DATA LLC.**

Pursuant to Section 252(b)(3) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996, 47 U.S.C. §151 et. seq. (the "Act"), United Telephone-Southeast, Inc. ("Sprint") hereby submits its Response to the Petition for Arbitration filed by KMC Telecom III, LLC, KMC Telecom V, Inc., and KMC Data, LLC ("KMC") with the Tennessee Regulatory Authority ("Authority") on May 6, 2004.

As explained below, the Authority should reject the proposed contract language of KMC, and, as stated herein, adopt Sprint's proposed contract language. To assist in the review of the issues that remain unresolved between the parties, Sprint has attached a draft of the proposed Interconnection Agreement between Sprint and KMC to this Response as "Attachment A" and a matrix of the issues as "Attachment B," both updated as of close of business May 27, 2004. All provisions on which Sprint understands the parties have agreed are shown in normal text. Where there are known unresolved issues, Sprint's language is shown in **bold** and double underlined text and KMC's proposed language is shown in **bold** and underlined text.

**RESPONSE TO KMC'S PETITION ON EACH OF THE  
UNRESOLVED ISSUES FOR ARBITRATION**

**A.     Designated Contacts**

All communications and submissions in this proceeding, including but not limited to correspondence, notices, inquiries and orders, should be served upon the following designated contacts for Sprint:

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**B.     Response to KMC's Statement of Facts and Jurisdiction and Applicable Law**

In paragraphs 3-16, KMC sets forth statements of fact and conclusions of law as background to its Petition for Arbitration. While Sprint does not believe that §252 of the Act or the applicable rules, if any, of the Uniform Administrative Procedures Act require Sprint to respond to each of the factual assertions or be deemed to have admitted the truth of these statements, Sprint generally responds to the allegations in paragraphs 3-9 by stating the following:

Sprint believes that KMC is a certificated competitive local exchange telecommunications company ("CLEC") in Tennessee, as stated in the Petition, but otherwise



has no knowledge to admit or deny KMC's allegations concerning its corporate organization or status.

Sprint also admits that Sprint and KMC are operating under the terms of an interconnection agreement approved by the Authority, and that the parties continue to operate under the terms of that agreement subsequent to its expiration. Sprint also admits that the parties have been engaged in negotiations for an interconnection agreement pursuant to the terms of the Act and that KMC has filed this petition for arbitration to resolve the issues for which the parties have been unable to reach agreement, in accordance with the provisions of the Act.

To the extent that a failure to do such might be interpreted as an admission of any of the other factual assertions made by KMC and not specifically addressed above, Sprint hereby denies these allegations.

As far as KMC's lengthy declamations (in paragraphs 10-16 of the Petition) concerning the provisions of the federal law, Sprint asserts that these provisions speak for themselves and that, as to the meanings of those provisions expounded by KMC, such statements are conclusions of law that do not require admission or denial by Sprint. Sprint's own positions as to the meaning and applicability of federal law will be addressed in Sprint's response to the individual arbitration issues and in its testimony and other pleadings filed during the course of this arbitration.

To the extent the agreements filed by Sprint and KMC vary on issues that are not specifically included in KMC's Arbitration Petition and Sprint's Response, Sprint does not accept any language set forth by KMC which has not been specifically agreed to by Sprint. Sprint has attached hereto a copy of the agreement which Sprint represents is the status of negotiations between the Parties. Only those issues specifically set forth in KMC's Arbitration

Petition and Sprint's Response should be arbitrated in accordance with Section 252(b)(4)(A) and (B) of the Act.

C. **Sprint's Position On Each Unresolved Issue Identified by KMC**

**ISSUE NO. B.5 (Item No. 7)**  
**(Part A, Section 1.59)**

**Issue: Should each Party be required to include limitation of liability language in its end user contracts or tariffs?**

It is Sprint's understanding that the parties have reached agreement on this issue and, therefore, arbitration of this issue is no longer necessary.

**ISSUE NO. C.2 (Item No. 11)**  
**(Part C, Section 6)**

**Issue: Should the provision of the interconnection regarding security deposits apply to both parties?**

**Legal Requirements:** The FCC recognized in the *Verizon-Virginia Order* that "Verizon has a legitimate business interest in receiving assurances of payment, where warranted, from its competitive LEC customers."<sup>1</sup>

**KMC's Position:** Yes. To the extent Sprint insists on including a provision regarding security deposits in the interconnection agreement, the provision should be applied equally to both KMC and Sprint. Sprint's position is discriminatory and assumes that KMC is not entitled to any assurance of future payment from Sprint.

**Sprint's Position:** Sprint requires all CLECs that have not established a satisfactory payment history to pay a security deposit to ensure payment for services under the interconnection

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<sup>1</sup> *Verizon-Virginia Order* at ¶ 727

agreement. Sprint does not believe it is appropriate, warranted, or necessary to make the deposit provisions reciprocal.

Deposit provisions exist to impart a needed degree of assurance when there is uncertainty regarding the financial status of a contracting party, and in the case of Sprint there is no such uncertainty. As an ILEC, Sprint has the unilateral obligation of providing unbundled elements (“UNEs”) and resold service to KMC and therefore bears much more risk than does KMC. Furthermore, Sprint, as the ILEC, has the obligation to offer to provide the terms and conditions in interconnection agreements equally to all requesting carriers. KMC is not under the same obligations.

The Nevada Commission recently issued an order in an arbitration between MCI WorldCom Communications, Inc. and Central Telephone Company Nevada, dba Sprint of Nevada, agreeing with Sprint that “The Commission adopts the position that it is appropriate for the agreement to contain language that requires deposits, but does not believe the deposits need be reciprocal.”<sup>2</sup>

Sprint’s standard language is clear in that, in the absence of concrete information regarding the credit-worthiness of the contracting party, or where the CLEC has a history of late payments, deposits are required. To make such language “reciprocal” would be pointless since there is no shortage of information regarding Sprint’s credit-worthiness.

**Compliance with Legal Requirements:** The deposit language is not discriminatory and Sprint includes security deposit language in all interconnection agreements.

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<sup>2</sup> In Re Petition of MCI WorldCom Communications, Inc. for Arbitration of Certain Terms and Conditions of Proposed Agreement with Central Telephone Company – Nevada concerning Interconnection and Resale Under the Telecommunications Act of 1996, Docket No. 03-8009. See p. 3 at ¶ 16.

**ISSUE NO. C.5 (Item No. 14)**  
**(Part C, Section 4.10)**

**Issue:** Should bill-and-keep apply to VoIP calls, to the extent they can be identified, until the proper regulatory classification of VoIP is resolved by the appropriate federal or state regulatory or judicial body?

**Legal Requirements:** The FCC recently issued orders in two separate proceedings requesting a determination regarding the appropriate compensation for the services specified in the petitions.

(FCC 04-27, WC Docket No. 03-45<sup>3</sup> and FCC 04-97, WC Docket No. 02-361<sup>4</sup>). In its order addressing the AT&T Petition, the FCC determined that

The service at issue in AT&T's petition consists of an interexchange call that is initiated in the same manner as traditional interexchange calls – by an end user who dials 1 + the called number from a regular telephone. When the call reaches AT&T's network, AT&T converts it from its existing format into an IP format and transports it over AT&T's Internet backbone. AT&T then converts the call back from the IP format and delivers it to the called party through local exchange carrier (LEC) local business lines. We clarify that, under the current rules, the service that AT&T describes is a telecommunications service upon which interstate access charges may be assessed.

AT&T Petition, Order at paragraph 1 (footnotes omitted).

For the service identified in the pulver.com Petition, the FCC determined that the service was an "information service" and not subject to access. In both cases only a specific type of traffic was presented to the FCC and subsequently addressed. VoIP traffic should not be treated differently than voice traffic; existing rules for voice traffic should apply. 47 C.F.R. 51.701.

**KMC's Position:** Yes, bill-and-keep should apply to VoIP calls, to the extent they can be identified, until the proper regulatory classification of VoIP is determined. Since the FCC has not made a definitive ruling on the regulatory classification of VoIP traffic, the interconnection

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<sup>3</sup> In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges; Docket No. 02-361 ("AT&T Petition")

<sup>4</sup> In the Matter of Petition for Declaratory Ruling that pulver.com's Free World Dialup is Neither Telecommunications Nor a Telecommunications Service, Docket No. 03-45 ("pulver.com Petition")

agreement should not contain any provision that prejudices that classification. However, to the extent that any VoIP calls are exchanged and can be identified as such, they should be exchanged on a bill-and-keep basis.

**Sprint's Position:** KMC's position, as expected, is for the Authority to maintain the status quo and let another regulatory body make the decision. In the meantime, carriers will continue to use and expand the use of VoIP technology to effectively undermine the existing access charge regime. Sprint urges the Authority to address this critical issue. The Authority clearly has jurisdiction, the issue is ripe for treatment, and the timing is critical.

Sprint has become aware of a variety of network arrangements deployed by carriers using, at least in part, IP transport for interexchange telecommunications that originate and terminate not over access trunks, but over local interconnection trunks and other facilities, thus avoiding access charges. There is little doubt that today carriers are using IP transport technology to evade paying access charges and the evidence filed in the current FCC proceedings substantiate this fact.

Sprint disagrees that VoIP calls should be compensated on a bill and keep basis. The FCC determined that phone-to-phone IP telephony traffic where there is no net protocol conversion should be subject to access. There is no indication from the FCC or any regulatory body that fair compensation for all forms of VoIP is not appropriate. In fact, quite the opposite is true, paragraph 61 of the FCC's NPRM on IP Enabled Services suggests just the opposite. The FCC recognized in its Notice of Proposed Rulemaking that access charges may apply even if providers of VoIP or IP-enabled services are not classified as interexchange carriers, or the services are not classified as telecommunications service. *In the Matter of IP-Enabled Services*, WC Docket No. 04-46, rel. March 10, 2004 at paragraph 61.

Compensation for all VoIP calls should be on the same basis as voice traffic (i.e. reciprocal compensation, intrastate access or interstate access depending on the proper determination of the jurisdiction).

KMC also references the federal District Court in Minnesota in *Vonage Holdings Corp v. Minnesota Public Utilities Commission*, Civil File No. 03-5287, Memorandum and Order of October 16, 2003 (D. Minn.). The New York Public Service Commission reached a different conclusion and determined that Vonage is subject to regulation as a telephone corporation. *Complaint of Frontier Telephone of Rochester, Inc. Against Vonage Holdings Corporation Concerning Provision of Local Exchange and InterExchange Telephone Service in New York State in Violation of the Public Service Law*, Case 03-C-1285. Based on Sprint's understanding of the services offered by KMC, the federal District Court decision is not applicable or relevant to services KMC is offering and the issue raised in this arbitration.

**Compliance with Legal Requirements:** Sprint's language is consistent with existing legal requirements.

**ISSUE NO. E.22 (Item No. 18)**  
**(Part E, Section 8.3.1)**

**Issue: Should Sprint be permitted to begin billing KMC for a loop before confirmation that the loop is working?**

It is Sprint's understanding that the parties have reached agreement on this issue and, therefore, arbitration of this issue is no longer necessary

**ISSUE NO. E25 (Item No. 19)**  
**(Part E, Sections 8.3.6 and 8.3.7)**

**Issue: Should Sprint conduct cooperative trouble testing when KMC isolates a problem to Sprint's network?**

It is Sprint's understanding that the parties have reached agreement on this issue and, therefore, arbitration of this issue is no longer necessary.

**ISSUE NO. E.71 (Item No. 26)**  
**(Part E, Section 14)**

**Issue: Should Sprint provide KMC access to Sprint's digital cross-connect systems ("DCS") to facilitate CLEC to CLEC interconnection? What system functionalities should Sprint provide to its DCS?**

It is Sprint's understanding that the parties have reached agreement on this issue and, therefore, arbitration of this issue is no longer necessary.

**ISSUE NO. E.77 (Item No. 29)**  
**(Part E, Section 21.2.2)**

**Issue: May Sprint prohibit KMC from commingling UNEs with wholesale services purchased from a third party? Should the parties' interconnection agreement state that Sprint will provide UNEs pursuant to applicable law?**

It is Sprint's understanding that the parties have reached agreement on this issue and, therefore, arbitration of this issue is no longer necessary.

**ISSUE NO. E.80 (Item No. 32)**  
**(Part E, Section 21.2.5)**

**Issue: Should Sprint be permitted to audit KMC's UNE-P customer base?**

It is Sprint's understanding that the parties have reached agreement on this issue and, therefore, arbitration of this issue is no longer necessary.

**ISSUE NO. E.92 (Item No. 39)**  
**(Part E, Section 21.4.2.5.7)**

**Issue: What eligibility criteria apply to EEL access?**

It is Sprint's understanding that the parties have reached agreement on this issue and, therefore, arbitration of this issue is no longer necessary.

**ISSUE NO. E.94 (Item No. 41 )**  
**(Part E, Section 22.3)**

**Issue: Should Sprint be required to comply with FCC rules requiring line-splitting?**

It is Sprint's understanding that the parties have reached agreement on this issue and, therefore, arbitration of this issue is no longer necessary.

**ISSUE NO. E.95 (Item No. 42 )**  
**(Part E, Section 22.3.1)**

**Issue: What rates, terms and conditions should apply to line-splitting provided by Sprint?**

**Legal Requirements:** 47 C.F.R. 51.319(a)(1)(ii)(A) and (B) specify the requirements for line splitting. The charges for line splitting should be consistent with 47 U.S.C. 252(d)(1).

**KMC's Position:** Proposed language provides that within ninety (90) days of the effective date of the interconnection agreement, Sprint shall institute procedures to allow KMC or another carrier to order HFS data capabilities on a UNE loop.

**Sprint's Position:** The parties have reached agreement on the terms and conditions applicable to line splitting. The only issue that remains open is the appropriate monthly recurring costs (MRCs) that apply to a line splitting arrangement. Sprint is entitled to recover the costs it incurs in providing line splitting to CLECs. The CLEC that purchases the loop compensates Sprint for the full cost of the loop; however, additional charges to implement the line splitting arrangement apply. Applicable monthly recurring charges for line splitting pertain to DS0 cable (in 100 pair increments). Depending on KMC's arrangement, additional DS0 cable extending between the collocation arrangement and Sprint's mainframe may be necessary to gain access to unbundled



loops and/or to connect line splitting equipment owned by the second CLEC involved (e.g. DSLAM) to KMC's line splitting equipment (e.g. line splitter). In addition, MRC's apply for co-carrier DS0 cabling when attached to Sprint owned cable racking.

**Compliance with Legal Requirements:** Sprint's line splitting offering complies with applicable rules and regulations, including 47 C.F.R. 51.319(a)(1)(ii)(A) and (B) and 47 U.S.C. 252(d)(2).

**ISSUE NO. E.97, E.98 and E.99 (Items No. 44, 45 and 46)**  
**(Part E, Section 23.1, 24.1.1 and 24.1.2)**

**Issue:** Should Sprint perform routine network modifications in accordance with FCC rules? (E97) Should Sprint be permitted to impose loop charges which are not approved by the Authority? (E98) Should Sprint be permitted to impose dedicated transport charges which are not approved by the Authority? (E99)

**Legal Requirements:** 47 C.F.R. 51.319(a)(8) and (e)(5) set forth the requirements for routine network modifications. The FCC stated in paragraph 640 of the TRO:

The Commission's pricing rules provide incumbent LECs with the opportunity to recover the cost of the routine network modifications we require here. State commissions have discretion as to whether these costs should be recovered through non-recurring charges or recurring charges.

TRO, para. 640 (footnotes omitted).

**KMC's Position:** E.97 Yes. Sprint must provide notification to KMC when an order is "Pending" or "No Facilities" when KMC's order requires the construction of a new local loop from scratch by trenching or pulling cable. Sprint shall provide such notification within two (2) business days of order receipt and shall specify whether the orders are rejected due to "Pending" facilities, "No" facilities, or additional construction required. Sprint shall include verification that all equipment and facility options have been reviewed for availability to provision the

requested service, including without limitation, spare or retired copper facilities, next generation equipment and availability of spare timeslots on channel banks. Further, Sprint shall make available, where technically feasible, alternative service options to provide services by the requested due date, including but not limited to Resale services at UNE rates or spare channels on a digital DS1. Such alternatives shall be subject to joint KMC-Sprint technical discussion and review. Following such review, KMC will make the final decision to proceed with a service provisioning alternative.

**E.98:** No. Sprint recovers the cost of routine network modifications to unbundled loop facilities in its monthly recurring rates for the unbundled loop. While the FCC clarified what is encompassed by “routine network modifications,” it did not create new obligations of the nature that would permit Sprint to assess new charges.

**E.99:** No. Sprint recovers the cost of routine network modifications to unbundled dedicated transport facilities in its monthly recurring rates for the unbundled transport. While the FCC clarified what is encompassed by “routine network modifications,” it did not create new obligations of the nature that would permit Sprint to assess new charges.

**Sprint’s Position:** The parties have tentatively agreed to the appropriate terms and conditions for issues E.97, E.98 and E.99. The only remaining open issue is the appropriate charges for routine network modifications. Contrary to KMC’s assertion, the Act and FCC rules do not require ILECs to provide access to network elements for free. The TRO states “State commissions have discretion as to whether these costs should be recovered through non-recurring charges or recurring charges.” TRO at paragraph 640. In addition, state commissions may ensure that double recovery does not occur. *Id.* This arbitration proceeding provides the procedural safeguard envisioned by the FCC. Consistent with the TRO, Sprint seeks cost recovery for routine network modifications for those occasions where such costs are not included

in its TELRIC loop and transport rates Sprint will assess charges for routine network modifications made on behalf of KMC to the extent that costs are not already recovered in the unbundled loop and transport (NRC and monthly recurring rates (MRC)) rates and consistent with 47 U.S.C. 252(d)(3) and FCC rules and regulations.

**Compliance with Legal Requirements:** Sprint's proposed language and rates are consistent with the applicable rules, regulations and TRO provisions.

**ISSUE NO. F.9 (Item No. 61)**  
**Part F, Section 1.2.1**

**Issue:** Should Sprint be allowed to designate and establish its own Point of Interconnection (POI) for the delivery of Sprint-originated traffic?

**Legal Requirements:** 47 C.F.R. 51.305(a) governs the CLEC's right to select the POI. Sprint is not requesting the right to select a different POI, but the ability to self-provision transport for its originated traffic from the POI to the CLEC's network.

**KMC's Position:** No. KMC has sole discretion under the Communications Act and the FCC's rules to designate the point of interconnection ("POI") between KMC and an ILEC, including Sprint, and KMC is required to establish only one POI per LATA.

**Sprint's Position:** Sprint is not proposing that it be allowed to designate its own POI on KMC's network. Sprint recognizes that FCC rules allow the CLEC to select the POI on the ILEC's network. See 47 C.F.R. 51.305(a). Finally, the ILEC interconnection obligations included in §251(c)(2) of the Act and codified in Part 51 of the FCC's rules are all directed at allowing the CLEC to select a point of interconnection on the ILEC network.

Sprint's proposed version of section 1.2.1 of Part F allows Sprint, at its option, to self-provision transport and deliver its traffic at a location on KMC's network. Sprint recognizes that in certain cases it may make economic and technical sense for Sprint to have the option to self-

provision transport to KMC's network. For example, Sprint may have facilities at or near a KMC end office which would make it more economical for Sprint to provision the transport to KMC at that location rather than hauling the traffic to another more distant POI. Certainly, the FCC rules mandate that a POI be on the ILEC's network, but Sprint's version of section 1.2.1 of Part F gives the parties the option of Sprint providing its own transport to KMC's network, if it is more efficient and economical for Sprint to do so.

**ISSUE NO. F.11 (Item No. 63)**  
**(Part F, Section 1.2.5)**

**Issue: Must KMC pay Sprint for the transport and delivery to KMC of VNXX-enabled, Sprint-originated ISP-bound calls?**

**Legal Requirements:** The FCC rules do not address the transport of ISP-bound calls to the POI. See *ISP Remand Order* at ¶ 102.<sup>5</sup> In Docket No. 99-00948, this Authority determined that intrastate access charges should apply to calls to a NPA/NXX in a local calling area outside the local calling area where the NPA/NXX is homed.

**KMC's Position:** No. Sprint should pay the cost of transporting Sprint-originated calls to the KMC-designated POI, and KMC should pay all transport costs on its side of the POI. Moreover, Sprint may not force KMC to pay for the transport of ISP-bound traffic, originated by Sprint customers, to the designated POI, since Sprint is not entitled to shift to KMC the cost of calls originating on Sprint's network. It is the originating carrier's responsibility (in this case, Sprint's) to deliver, without charge, its originating calls to the CLEC-designated POI pursuant to 47 C.F.R. § 51.703(b). Since FCC rules prohibit ILECs from assessing charges on CLECs for telecommunications traffic that the ILECs originate on their network, requiring KMC to provide

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<sup>5</sup> *Implementation of the Local Compensation Provisions in the Telecommunications Act of 1996, CC Docket No. 96-98, Intercarrier Compensation for ISP-Bound Traffic, CC Docket No. 99-68, Order on Remand and Report and Order ("ISP Remand Order")*.

the transport (or reimburse Sprint for the costs of such transport) between the originating local calling area and the designated distant POI would directly contravene governing law.

**Sprint's Position:** KMC proposes that Sprint should deliver all Sprint-originated ISP-bound traffic to the POI and bear the cost of this transport without any compensation. In its petition, KMC states the basis of its position as FCC Rule § 51.703(b), which provides that for traffic subject to reciprocal compensation, a carrier may not assess charges for traffic that originates on its network. Since ISP-bound traffic is not traffic subject to reciprocal compensation, pursuant to the FCC's ruling in the *ISP Remand Order*, this rule does not apply to such traffic.

In the *ISP Remand Order* the FCC did not address the issue of compensation for transport of those calls. *ISP Remand Order* at ¶102.

Contrary to KMC's position, Sprint does not agree that it should be obligated to absorb the cost of the transport of ISP-bound calls to a single POI in the LATA. Rather, for this one-way traffic, Sprint believes that both parties should share in this transport burden. Sprint's proposal would require KMC to share transport cost with Sprint. To facilitate the sharing of the transport obligations Sprint is willing to allow KMC to lease the transport facilities at TELRIC-based rates. Sprint's position is consistent with the Authority's decision in Docket No. Docket No. 99-00948 recognizing that the parties should share the transport obligations.

KMC also cites to the Fifth Circuit Court of Appeals decision in *Southwestern Bell Tel Co v Tex PUC*, 348 F.3d 482 (5<sup>th</sup> Cir. 2003). In the *Southwestern Bell* case, the court relied on 47 C.F.R. 703(b). However, 47 C.F.R. 51.703(b) only applies to voice traffic and does not apply to ISP-Bound traffic.

**ISSUE NO. I.34 (Item No. 124)**  
**(Part I, Section 3.1.15-3.6)**

**Issue: What should be the appropriate process for billing disputes?**

It is Sprint's understanding that the parties have reached agreement on this issue and, therefore, arbitration of this issue is no longer necessary.

**ISSUE PART J.1 (Item No. 162)**  
**(Part J)**

**Issue:** By what measures and standards should Sprint's performance be measured?

**Legal Requirements:** Sprint is required to provide interconnection and UNEs on a nondiscriminatory basis. See 47 U.S.C. § 251(c). Sprint provides performance measurement data specific to Tennessee consistent with the performance measurement plans approved by the Florida Public Service Commission, the North Carolina Utilities Commission and the Public Utilities Commission of Nevada.

**KMC's Position:** Sprint's performance should be measured utilizing the same measures and standards as Bellsouth's, since these performance measures and standards have been fully developed with the participation of many carriers.

**Sprint's Position:** Sprint's Performance Measurement Plan (PMP) is appropriate for Sprint and is used by Sprint for all CLECs in all states where Sprint is an incumbent local exchange company. Sprint's PMP also was fully developed with the participation of many carriers. KMC's request to impose the performance measures applied to BellSouth on Sprint, as opposed to the Sprint performance measures, is not appropriate.

**ISSUE NO. J.2 (Item No. 163)**  
**(Part I, Section 4.7.1)**

**Issue:** What remedies should be put into place to ensure that Sprint's performance meets appropriate standards?

**Legal Requirements:** None.

**KMC's Position:** Sprint's performance should be subject to remedies analogous to those that apply to BellSouth in order to efficiently ensure that Sprint complies with its obligations under law and the Agreement. The remedy plan adopted by the Authority to ensure adequate performance by BellSouth should be applied, on a pro-rata basis, to Sprint, since both ILECs are similarly situated in the wholesale/retail marketplace.

**Sprint's Position:** KMC contends that Sprint should be subject to remedies analogous to BellSouth. Sprint's performance measures are based on Sprint's procedures and the markets that Sprint serves. The remedies applicable to BellSouth are not appropriate for Sprint.

**ISSUE NO. K.8 (Item No. 171)**  
**(Part K, Section 3.3)**

**Issue: Is KMC allowed under prevailing law to share cageless collocation space?**

**Legal Requirements:** 47 C.F.R. 51.323(k) requires ILECs to offer shared caged collocation, cageless collocation and adjacent collocation and does not identify shared cageless as a type of required collocation. *See Advanced Services Order* at ¶ 41.<sup>6</sup>

**KMC's Position:** Yes. One of the principles underlying the FCC's collocation rules and decisions is that the ILEC should not be permitted or encouraged to foist unnecessary collocation costs upon the CLECs. Restricting KMC's ability to sublease an unused portion of its cageless collocation space would be contrary to the FCC's collocation principles. In addition, there are no technical impediments to sharing a cageless collocation space.

**Sprint's Position:** The FCC rules specify that an ILEC must offer shared collocation cages to CLECs. The rules do not require shared cageless collocation. *See* 47 C.F.R. 51.323(k)(1)

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<sup>6</sup> *In the Matter of Deployment of Wireline Services Offering Advanced Services Capability*, Docket No. 98-147, Order rel March 31, 1999 ("Advanced Services Order").

(Shared Collocation Cages); and the *Advanced Services Order* at ¶ 41. Sprint does not offer shared cageless collocation.

**ISSUE NO. K.18 (Item No. 181)**  
**(Part K, Section 4.3)**

**Issue: When will cross-connects charge apply?**

It is Sprint's understanding that the parties have reached agreement on this issue and, therefore, arbitration of this issue is no longer necessary.

**ISSUE NO. K.32 (Item No. 195)**  
**(Part K, Section 8.7)**

**Issue: Should billing for terminations begin only when services are ordered to those terminations via ASR or and LSR?**

It is Sprint's understanding that the parties have reached agreement on this issue and, therefore, arbitration of this issue is no longer necessary.

**ISSUE NO. K.40 (Item No. 203)**  
**(Part K, Section 12.2.1)**

**Issue: Should KMC be allowed to provision cross-connects within its collocation space without application or additional charges by Sprint?**

**Legal Requirements:** *In the Matter of Deployment of Wireline Services Offering Advanced Telecommunications Capability*, CC Docket No. 98-147, Fourth Report and Order, rel. August 8, 2001 and Order on Reconsideration of Fourth Report and Order, and Fifth Report and Order, rel. September 4, 2002.

**KMC's Position:** Yes, KMC is entitled to provision its own cross-connects within its own collocation space without being required to submit a collocation application or being subject to additional Sprint charges.



**Sprint's Position:** Sprint agrees that KMC may provision its own cross-connects that are entirely within KMC's collocation space or between adjacent collocation spaces without being required to submit a collocation application or being subject to additional Sprint charges.

**ISSUE NO. K.41 (Item No. 204)**  
**(Part K, Section 12.3)**

**Issue:** Should Sprint be permitted to limit KMC's right to cross-connect with other collocated carriers?

It is Sprint's understanding that the parties have reached agreement on this issue and, therefore, arbitration of this issue is no longer necessary.

**ISSUE NO. K.42 (Item No. 205)**  
**(Part K, Section 12.4)**

**Issue:** Should Sprint have sole discretion over whether KMC may use its own technicians to deploy Direct connects?

It is Sprint's understanding that the parties have reached agreement on this issue and, therefore, arbitration of this issue is no longer necessary.

**ISSUE NO. K.44 (Item No. 207)**  
**(Part K, Section 12.6)**

**Issue:** Should KMC be allowed to use its own technicians to install CCXCs?

It is Sprint's understanding that the parties have reached agreement on this issue and, therefore, arbitration of this issue is no longer necessary.

**ISSUE NO. K.48 (Item No. 211)**  
**(Part K, Section 13.3)**

**Issue:** May KMC utilize space capacity on an existing interconnector's entrance facility for the purpose of providing an entrance facility to its collocation arrangement?

**Legal Requirements:** *In the Matter of Deployment of Wireline Services Offering Advanced Telecommunications Capability*, CC Docket No. 98-147, Fourth Report and Order, rel. August 8,

2001 and Order on Reconsideration of Fourth Report and Order, and Fifth Report and Order, rel. September 4, 2002.

**KMC's Position:** Yes.

**Sprint's Position:** An entrance facility should terminate to one location in Sprint's central office. Sprint will allow KMC to interconnect with third party facilities in Sprint's central office using co-carrier cross connects. Consistent with the FCC rules and orders KMC may install cross-connects within its shared collocation cage or between adjacent collocation arrangements (subject to Sprint provision of a cable tray). Sprint is not required to allow carriers to deploy cross-connects in the common area of Sprint's central office.

**D. Sprint's Additional Issues for Arbitration**

**ISSUE NO. K.20 (Item No. 183)**  
**(Part K, Section 5.1.2)**

**Issue:** What should be the timeframe for Sprint to complete simple augments and what fee should apply?

**Legal Requirements:** None.

**KMC's Position:** The Application Augment Fee should vary based on the level of assessment needed for the augment. Where the augment only requires administrative work by Sprint, an Administrative Only Application Fee should apply. Simple augments should be completed within twenty (20) calendar days after receipt of the BFFO, while Intermediate Augments should be completed within sixty (60) days after receipt of the BFFO and Major Augments within seventy-five (75) or ninety (90) days after receipt of the BFFO.

**Sprint's Position:** Sprint offers two levels of augments: minor and major. Examples of minor augments are DC power fuse changes (where no other power work is involved) and/or

installation of occasional use AC circuits (where sufficient capacity exists). Examples of major augments are all requests for additional space (bay or cage space), additions or removals of cable terminations (cross-connects), power cabling and/or entrance facility cabling, and installation or removal of racking or other support structure. Three different fees are applicable based on the level of work to be performed. An augment application fee is assessed with the request for augment and covers work involved with processing the application including an engineering evaluation. If the augment requires additional work on behalf of Sprint, an administrative and project management fee, and/or a transmission engineering fee may be assessed at the time of firm order.

Intervals for augment requests include Price Quote and Space Availability within thirty (30) days from the receipt of the augment application. The Construction Phase varies by augment level. Construction for minor augments will be completed within forty-five (45) days from the date of firm order. Construction for major augments will be completed within ninety (90) days from the date of firm order.

#### **Part K, Sections 3.6.7 and 3.6.8**

**Legal Requirements:** The FCC does not require ILECs to allow in-place conversions of virtual collocation arrangements to physical collocation arrangements. *In the Matter of Deployment of Wireline Services Offering Advanced Telecommunications Capability*, CC Docket No. 98-147, Order on Reconsideration of Fourth Report and Order, and Fifth Report and Order at Paragraph 17.

**KMC's Position:** KMC should be allowed to convert virtual collocation to physical collocation without relocating its equipment.

**Sprint's Position:** Sprint will allow the conversion of virtual collocation to physical collocation.

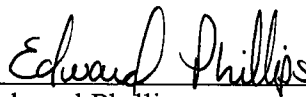
Sprint proposes the following language to replace KMC's proposed language in sections 3.6.7 and 3.6.8:

Virtual Collocation Transition. Upon request by KMC, virtual collocation arrangements provisioned prior to the availability of physical cageless collocation in a Premise may be converted to physical collocation arrangements. In converting such arrangements, the Sprint may require KMC to relocate its equipment. If relocation is required, Sprint will make reasonable efforts to avoid unnecessary relocation of equipment that KMCs request to convert from virtual to physical collocation. Sprint will also take appropriate steps to minimize inconveniences to KMC and the risks of service disruptions to KMC's customers. Upon conversion from virtual to physical, equipment ownership will revert back to KMC. KMC's cageless rack space will be clearly marked through floor-markings or other identification; and KMC will comply with all security requirements applicable to cageless collocation. KMC will not be required to bear the cost of relocating virtually-collocated equipment in Sprint's Premises in order to convert it to cageless collocation, provided that no additions or reconfigurations of that equipment are necessary; however, relocation may be required if there is any commingling of equipment either with Sprint or another CLEC.

## CONCLUSION

Wherefore, for the reasons set forth herein, based on the evidence that will be presented on the record in this matter, Sprint requests that its positions with respect to the disputed issues be adopted and incorporated into the parties' interconnection agreement.

Respectfully submitted this 28<sup>th</sup> day of May, 2004.



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**MASTER INTERCONNECTION AND RESALE AGREEMENT  
FOR THE STATE OF [INSERT STATE NAME]**

*Insert Date of Agreement  
(leave blank until ready for final signature)*

*KMC Telecom III, Inc. and KMC Telecom V, Inc.*

*and*

*[Insert Sprint Company Name]*

THIS DOCUMENT IS A DRAFT AND REPRESENTS THE CURRENT POSITIONS OF THE SPRINT OPERATING TELEPHONE COMPANIES WITH RESPECT TO INTERCONNECTION AND RESALE. SPRINT RESERVES THE RIGHT TO MODIFY THIS DRAFT AGREEMENT, INCLUDING ANY APPENDICES, SCHEDULES AND/OR ATTACHMENTS THERETO, AT ANY TIME PRIOR TO THE EXECUTION OF A FINAL AGREEMENT BY BOTH PARTIES. THIS DOCUMENT IS NOT AN OFFER.



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## PART A - DEFINITIONS

### 1. DEFINED TERMS

- 1.1. Capitalized terms defined in this Article shall have the meanings as set forth herein. Other terms used but not defined herein will have the meanings ascribed to them in the Act or in the Rules and Regulations of the FCC or the Commission. The Parties acknowledge that other terms appear in this Agreement, which are not defined or ascribed as stated above. The parties agree that any such terms shall be construed in accordance with their customary usage in the telecommunications industry as of the Effective Date of this Agreement.
- 1.2. "911 Service" means a universal telephone number which gives the public direct access to the Public Safety Answering Point (PSAP). Basic 911 service collects 911 calls from one or more local exchange switches that serve a geographic area. The calls are then sent to the correct authority designated to receive such calls.
- 1.3. "Access Services" refers to interstate and intrastate switched access and private line transport services.
- 1.4. "Act" means the Communications Act of 1934, as amended.
- 1.5. "Active Collocation Space" means the space within a Sprint premises that has sufficient telecommunications infrastructure systems to house telecommunications equipment, which can be designated for physical collocation. Infrastructure systems include but are not limited to, floors capable of supporting equipment loads, heating, ventilating and air conditioning (HVAC) systems (AC poser), high efficiency filtration, humidity controls, remote alarms, compartmentation and smoke purge. Space within controlled environmental vaults (CEVs), huts and cabinets and similar eligible structures that can be designated for physical collocation shall be considered Active Collocation Space.
- 1.6. "Advanced Intelligent Network (AIN)" is a network functionality that permits specific conditions to be programmed into a switch which, when met, directs the Switch to suspend call processing and to receive special instructions for further call handling instructions in order to enable carriers to offer advanced features or services.
- 1.7. "Affiliate" is as defined in the Act.
- 1.8. "Applicable Law" means all laws including, but not limited to, the Act, the effective regulations, rules, and orders of the FCC and the state Commission, and any effective orders and decisions of a court of competent jurisdiction reviewing the regulations, rules, or order of the FCC or the state Commission as of the Effective Date.
- 1.9. "Automated Message Accounting (AMA)" is the structure inherent in switch technology that initially records telecommunication message information. AMA format is contained in the Automated Message Accounting document, published by Telcordia as GR-1100-CORE which defines the industry standard for message



recording.

- 1.10. "Automatic Location Identification (ALI)" is a feature developed for E911 systems that provides for a visual display of the caller's telephone number, address and the names of the Emergency Response agencies that are responsible for that address. The competitive local exchange company will provide ALI record information in the National Emergency Number Association ("NENA") format. The ALI also shows an Interim Number Portability ("INP") number if applicable.
- 1.11. "Automatic Location Identification/Data Management System (ALI/DMS)" means the emergency service (E911/911) database containing subscriber location information (including name, address, telephone number, and sometimes special information from the local service provider) used to determine to which Public Safety Answering Point (PSAP) to route the call.
- 1.12. "Automatic Number Identification (ANI)" is a feature that identifies and displays the number of a telephone line that originates a call.
- 1.13. "Automatic Route Selection (ARS)" is a service feature associated with a specific grouping of lines that provides for automatic selection of the least expensive or most appropriate transmission facility for each call based on criteria programmed into the system.
- 1.14. "ATU – C" refers to an ADSL Transmission Unit – Central Office.
- 1.15. "Busy Line Verify/Busy Line Verify Interrupt (BLV/BLVI)" means an operator call in which the caller inquires as to the busy status of, or requests an interruption of a call on another subscriber's telephone line.
- 1.16. "Business Day(s)" means the days of the week excluding Saturdays, Sundays, and all Sprint holidays.
- 1.17. "Cable Vault" shall mean a location in a Premises where facilities enter the Premises from the Outside Cable Duct and access the Inner Duct for distribution within the Premises.
- 1.18. "Carrier Access Billing System (CABS)" is the system which is defined in a document prepared under the direction of the Billing Committee of the OBF. The CABS document is published by Telcordia in Volumes 1, 1A, 2, 3, 3A, 4 and 5 as Special Reports SR-OPT-001868, SR-OPT-0011869, SR-OPT-001871, SR-OPT-001872, SR-OPT-001873, SR-OPT-001874, and SR-OPT-001875, respectively, and contains the recommended guidelines for the billing of access and other connectivity services. Sprint's carrier access billing system is its Carrier Access Support System (CASS). CASS mirrors the requirements of CABS.
- 1.19. "Central Office Building" or "Building" shall mean a structure (not including a controlled environment vault ("CEV")) housing Sprint equipment that is under the control of Sprint and for which Sprint has the right to grant access and/or occupation by third parties.

- 1.20. "CHARGE NUMBER" is a CCS parameter which refers to the number transmitted through the network identifying the billing number of the calling party.
- 1.21. "CLASS" (Bellcore Service Mark) -- Service features that utilize the capability to forward a calling party's number between end offices as part of call set-up. Features include Automatic Callback, Automatic Recall, Caller ID, Call Trace, and Distinctive Ringing.
- 1.22. "COLLOCATION":
  - 1.19.1 "Physical Collocation" is as defined in 47.C.F.R. 51.5. Terms related to Physical Collocation are defined in Part K of this Agreement or applicable collocation tariff, as appropriate.
  - 1.19.2 "Virtual Collocation" is defined in 47.C.F.R. 51.5. Terms related to Virtual Collocation are defined in Part K of this Agreement or applicable collocation tariff, as appropriate.
- 1.23. "Collocation Arrangement" refers to a single, specific provision of Collocation in a particular Premises, not limited to a cage enclosing KMC's equipment within the Premises.
- 1.24. "Collocation Point of Termination" shall mean the physical demarcation point at which the Sprint responsibility for the provisioning of service ends, as described in Section 6. *[Sprint, check reference?]*
- 1.25. "Collocation Space" shall mean an area of space as agreed between the parties, located in a Building to be used by KMC to house telecommunications equipment. Additionally, roof or wall space used for wireless interconnection shall be included in the definition where applicable.
- 1.26. "Common Channel Signaling (CCS)" is a method of digitally transmitting call set-up and network control data over a digital signaling network fully separate from the public switched telephone network that carries the actual call.
- 1.27. "Central Office Switches" ("COs") - are switching facilities within the public switched telecommunications network, including, but not limited to:
  - 1.27.1. "End Office Switches" ("EOs") are switches from which end user Telephone Exchange Services are directly connected and offered.
  - 1.27.2. "Tandem Switches" are switches that are used to connect and switch trunk circuits between and among Central Office Switches.
  - 1.27.3. "Remote Switches" are switches that are away from their host or control office. All or most of the central control equipment for the remote switch is located at the host or control office.
  - 1.27.4. Central office switches may be employed as combination end office/Tandem Office Switches (Combination Class 5/Class 4).

- 1.28. “Centrex” means a Telecommunications Service associated with a specific grouping of lines that uses central office switching equipment for call routing to handle direct dialing of calls, and to provide numerous private branch exchange-like features.
- 1.29. “Controlled Environment Vault” shall mean a below ground room other than a Central Office Building which is controlled by Sprint and which is suitable for collocation of telecommunications equipment.
- 1.30. “CLASS/LASS” (Telcordia Service Mark) refers to service features that utilize the capability to forward a calling party’s number between end offices as part of call setup. Features include Automatic Callback, Automatic Recall, Caller ID, Call Trace, and Distinctive Ringing.
- 1.31. “Commission” means the [insert appropriate commission].
- 1.32. “Common Transport” is the transmission facilities shared by more than one carrier, including Sprint, between end office switches, between end office switches and tandem switches in the Sprint network. Where Sprint Network Elements are connected by intra-office wiring, such wiring is provided as a part of the Network Elements and is not Common Transport. Common Transport consists of Sprint inter-office transport facilities and is distinct and separate from Local Switching.
- 1.33. “Confidential and/or Proprietary Information” has the meaning set forth in Article 11 of Part A -- General Terms and Conditions.
- 1.34. "Control Office" is an exchange carrier center or office designated as the Party’s single point of contact for the provisioning and maintenance of its portion of local interconnection arrangements.
- 1.35. “Custom Calling Features” means a set of Telecommunications Service features available to residential and single-line business customers including call-waiting, call-forwarding and three-party calling.
- 1.36. “Customer Proprietary Network Information (CPNI)” is as defined in the Act.
- 1.37. “Database Management System (DBMS)” is a computer process used to store, sort, manipulate and update the data required to provide selective routing and ALI.
- 1.38. “Date of Occupancy” shall mean the date on which KMC first occupies the Collocation Space pursuant to this Agreement.
- 1.39. “Dedicated Transport” is an interoffice transmission path between KMC designated locations to which KMC is granted exclusive use. As mutually agreed by the Parties, such locations may include Sprint Central Offices or other locations, KMC network components, or other carrier network components.

- 1.40. "Digital Subscriber Line Access Multiplexer" ("DSLAM") is equipment that links end-user xDSL connections to a single high-speed packet switch, typically ATM or IP.
- 1.41. "Directory Assistance Database" refers to any subscriber record used by Sprint in its provision of live or automated operator-assisted directory assistance including but not limited to 411, 555-1212, NPA-555-1212.
- 1.42. "Directory Assistance Services" provides listings to callers. Directory Assistance Services may include the option to complete the call at the caller's direction.
- 1.43. "DSLAM" refers to a Digital Subscriber Line Access Multiplexer.
- 1.44. "Duct" is a single enclosed path to house facilities to provide telecommunications services.
- 1.45. "Enhanced 911 Service (E911)" means a telephone communication service which will automatically route a call dialed "9-1-1" to a designated public safety answering point (PSAP) attendant and will provide to the attendant the calling party's telephone number and, when possible, the address from which the call is being placed and the Emergency Response agencies responsible for the location from which the call was dialed.
- 1.46. "Effective Date" is the date referenced in the opening paragraph on page 1 of the Agreement, unless otherwise required by the Commission.
- 1.47. "Electronic Interface" means access to operations support systems consisting of preordering, ordering, provisioning, maintenance and repair and billing functions.
- 1.48. "Emergency Response Agency" is a governmental entity authorized to respond to requests from the public to meet emergencies.
- 1.49. "Emergency Service Number (ESN)" is a number assigned to the ALI and selective routing databases for all subscriber telephone numbers. The ESN designates a unique combination of fire, police and emergency medical service response agencies that serve the address location of each in-service telephone number.
- 1.50. "EMI" (Exchange Message Interface System) is the Industry standard for exchanging telecommunications message information for billable, non-billable, sample settlement and study records. The EMI is published by ATIS (Alliance for Telecommunications Industry Solutions)."
- 1.51. "Expiration Date" is the date this Agreement terminates as referenced in §3.2 of Part B.
- 1.52. "FCC" means the Federal Communications Commission.
- 1.53. "FCC Interim Inter-carrier Compensation Mechanism" means the interim inter-carrier compensation mechanism established by the FCC in paragraphs 77-94 of the ISP Compensation Order.

- 1.54. "FCC Interconnection Order" is the Federal Communications Commission's First Report and Order and Second Report and Order in CC Docket No. 96-98 released August 8, 1996; as subsequently amended or modified by the FCC from time to time.
- 1.55. "Grandfathered Service" means service which is no longer available for new customers and is limited to the current customer at their current locations with certain provisioning limitations, including but not limited to upgrade denials, feature adds/changes and responsible/billing party.
- 1.56. "High Frequency Spectrum Unbundled Network Element" ("HFS UNE") is defined as the frequency range above the voice band on a copper loop facility that is being used to carry analog circuit-switched voice band transmissions. The FCC's Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98 (rel. December 9, 1999) (the "Line Sharing Order") references the voice band frequency of the spectrum as 300 to 3000 Hertz (and possibly up to 3400 Hertz) and provides that xDSL technologies which operate at frequencies generally above 20,000 Hertz will not interfere with voice band transmission.
- 1.57. "Inactive Collocation Space" means the space within the central office which can be designated for physical collocation where infrastructure systems do not currently exist and must be constructed and where Active Collocation space has been exhausted. The designation of Inactive Collocation Space is applicable to space within central offices only; other Sprint Premises such as CEVs, Huts, and Vaults shall be considered Active Collocation Space.
- 1.58. "Incumbent Local Exchange Carrier (ILEC)" is as defined in the Act.
- 1.59. "Inner Duct" or "Conduit" shall mean any passage or opening in, on, under, over or through the Sprint Central Office Building cable or conduit systems.
- 1.60. "Interexchange Carrier (IXC)" means a provider of interexchange telecommunications services.
- 1.61. "Indirect Traffic" means traffic which is originated by one Party and terminated to the other Party in which a third party Telecommunications Carrier provides the intermediary transiting service. Indirect traffic does not require a physical direct trunk group between the Parties.
- 1.62. "ISP-Bound Traffic" for the purposes of this Agreement, is traffic that is transmitted to or returned from the Internet at any point during the duration of the transmission between the Parties.
- 1.63. "Interim Number Portability (INP)" is a service arrangement whereby subscribers who change local service providers may retain existing telephone numbers without impairment of quality, reliability, or convenience when remaining at their current location or changing their location within the geographic area served by the initial carrier's serving central office. Upon implementation of Local Number Portability, defined herein, INP services will be discontinued.

- 1.64. "Line Information Data Base (LIDB)" means a Service Control Point (SCP) database that provides for such functions as calling card validation for telephone line number cards issued by Sprint and other entities and validation for collect and billed-to-third services.
- 1.65. "Live load capacity" as it relates to a KMC's collocation space refers to the structural strength of the floor to support the weight of KMC's property and equipment installed in the collocated space.
- 1.66. "Local Loop" refers to a dedicated transmission path between the main distribution frame [cross-connect], or its equivalent, in a Sprint Central Office or wire center, and up to the Network Interface Device at a customer's premises, to which KMC is granted exclusive use. This includes, but is not limited to, two-wire and four-wire copper analog voice-grade loops, two-wire and four-wire loops that are conditioned to transmit the digital signals needed to provide services such as ISDN and DS1-level signals.
- 1.67. "Local Number Portability (LNP)" means the ability of users of Telecommunications Services to retain, at the same Sprint served rate center, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another.
- 1.68. "Local Service Request (LSR)" means an industry standard form or a mutually agreed upon change thereof, used by the Parties to add, establish, change or disconnect local services.
- 1.69. "Local Traffic," for the purposes of this Agreement the Parties shall agree that "Local Traffic" means traffic (excluding CMRS traffic) that is originated and terminated within Sprint's local calling area, or mandatory expanded area service (EAS) area, as defined by State commissions or, if not defined by State commissions, then as defined in existing Sprint tariffs. Notwithstanding, the Parties agree that if the Commission has defined the local calling area for purposes of reciprocal compensation in an order applicable to the Parties, the Parties will abide by that order. For this purpose, Local Traffic does not include any Information Access Traffic (see FCC ISP Compensation Order); and/or telecommunications traffic exchanged by a LEC and a CMRS provider that originates and terminates within the same Major Trading Area, as defined in 47.CFR § 24.202(a). Neither Party waives its' rights to participate and fully present its' respective positions in any proceeding dealing with the compensation for Internet traffic. Until the billing Party has the capability to identify Type 1 CMRS traffic hosted by the other Party and distinguish it from the other Party's own traffic, the Parties shall treat intra-MTA Type 1 CMRS traffic as Local Traffic (the hosting Party's traffic) for intercarrier compensation purposes.
- 1.70. "LOE" shall mean KMC-owned equipment.
- 1.71. "Multiple Exchange Carrier Access Billing (MECAB)" refers to the document prepared by the Billing Committee of the ATIS Ordering and Billing Forum (OBF). The MECAB document contains the recommended guidelines for the

billing of an access service provided to a customer by two or more providers or by one provider in two or more states within a single LATA.

- 1.72. “Multiple Exchange Carrier Ordering And Design” (“MECOD”) refers to the guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECOD document, published by Telcordia as Special Report SR STS-002643, establishes recommended guidelines for processing orders for access service which is to be provided by two or more telecommunications carriers.
- 1.73. “North American Numbering Plan” (“NANP”) means the plan for the allocation of unique 10-digit directory numbers consisting of a three-digit area code, a three-digit office code, and a four-digit line number. The plan also extends to format variations, prefixes, and special code applications.
- 1.74. “National Emergency Number Association (NENA)” is an association with a mission to foster the technological advancement, availability and implementation of 911 nationwide.
- 1.75. “Network Element” as defined in the Act.
- 1.76. “Number Portability” (“NP”) means the ability of users of Telecommunications Services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another.
- 1.77. “Numbering Plan Area (NPA)” (sometimes referred to as an area code) is the three-digit indicator which is designated by the first three digits of each 10-digit telephone number within the NANP. There are two general categories of NPA, “Geographic NPAs” and “Non-Geographic NPAs.” A “Geographic NPA” is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A “Non-Geographic NPA,” also known as a “Service Access Code (SAC Code)” is typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA areas; 500, 800, 900, 700, and 888 are examples of Non-Geographic NPAs.
- 1.78. “NXX,” “NXX Code,” “NNX,” “COC,” “Central Office Code,” or “CO Code” is the three-digit switch entity indicator which is defined by the fourth, fifth and sixth digits of a 10-digit telephone number within NANP.
- 1.79. “OBF” means the Ordering and Billing Forum, which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS)
- 1.80. “Operator Systems” is the Network Element that provides operator and automated call handling with billing, special services, subscriber telephone listings, and

optional call completion services.

- 1.81. "Operator Services" provides for:
  - 1.81.1. operator handling for call completion (e.g., collect calls);
  - 1.81.2. operator or automated assistance for billing after the subscriber has dialed the called number (e.g., credit card calls); and
  - 1.81.3. special services (e.g., BLV/BLI, Emergency Agency Call).
- 1.82. "Outside Cable Duct" shall mean any space located outside the Central Office Building and owned by or under the control of Sprint through which Sprint runs its cable, conduit or other associated facilities.
- 1.83. "Parity" means, subject to the availability, development and implementation of necessary industry standard Electronic Interfaces, the provision by Sprint of services, Network Elements, functionality or telephone numbering resources under this Agreement to KMC, including but not limited to provisioning and repair intervals, at least equal in quality to those offered to Sprint, its Affiliates or any other entity that obtains such services, Network Elements, functionality or telephone numbering resources. Until the implementation of necessary Electronic Interfaces, Sprint shall provide such services, Network Elements, functionality or telephone numbering resources on a non-discriminatory basis to KMC as it provides to its Affiliates or any other entity that obtains such services, Network Elements, functionality or telephone numbering resources.
- 1.84. "P.01 Transmission Grade Of Service (GOS)" means a trunk facility provisioning standard with the statistical probability of no more than one call in 100 blocked on initial attempt during the average busy hour.
- 1.85. "Parties" means, jointly, [Insert Sprint Company Name] and KMC Telecom III, LLC and KMC Telecom V, Inc., and no other entity, affiliate or subsidiary.
- 1.86. "Party" means either [Insert Sprint Company Name] or KMC Telecom III, LLC and KMC Telecom V, Inc., and no other entity, affiliate or subsidiary
- 1.87. "Percent Local Usage (PLU)" is a calculation which represents the ratio of the local and Information Access minutes to the sum of local, Information Access and intraLATA toll minutes between exchange carriers sent over Local Interconnection Trunks. Directory assistance, BLV/BLVI, 900, and 976 transiting calls from other exchange carriers and switched access calls are not included in the calculation of PLU.
- 1.88. "Physical Point of Interconnection" ("Physical POI") is the physical point that establishes the technical interface, the test point, and the operational responsibility hand-off between KMC and Sprint for the local interconnection of their networks.
- 1.89. "Premises" is as defined in 47 C.F.R. 51.5.
- 1.90. "Pre-Order Loop Qualification" ("Loop Qualification") is an OSS function that



includes supplying loop qualification information to KMCs as part of the Pre-ordering Process. Examples of the type of information provided are:

- 1.90.1. Composition of the loop material, i.e. fiber optics, copper;
- 1.90.2. Existence, location and type of any electronic or other equipment on the loop, including but not limited to:
  - 1.90.2.1. Digital Loop Carrier (DLC) or other remote concentration devices;
  - 1.90.2.2. Feeder/distribution interfaces;
  - 1.90.2.3. Bridge taps;
  - 1.90.2.4. Load coils;
  - 1.90.2.5. Pair gain devices; or
  - 1.90.2.6. Disturbers in the same or adjacent binders.
- 1.90.3. Loop length which is an indication of the approximate loop length, based on a 26-gauge equivalent and is calculated on the basis of Distribution Area distance from the central office;
- 1.90.4. Wire gauge or gauges; and
- 1.90.5. Electrical parameters.
- 1.91. "Proprietary Information" shall have the same meaning as Confidential Information.
- 1.92. "Rate Center" means the geographic point and corresponding geographic area which are associated with one or more particular NPA-NXX codes which have been assigned to Sprint or KMC for its provision of Basic Exchange Telecommunications Services. The "rate center point" is the finite geographic point identified by a specific V&H coordinate, which is used to measure distance-sensitive end user traffic to/from the particular NPA-NXX designations associated with the specific Rate Center. The "rate center area" is the exclusive geographic area identified as the area within which Sprint or KMC will provide Basic Exchange Telecommunications Services bearing the particular NPA-NXX designations associated with the specific Rate Center. The Rate Center point must be located within the Rate Center area.
- 1.93. "Routing Point" means a location which Sprint or KMC has designated on its own network as the homing (routing) point for traffic inbound to Basic Exchange Services provided by Sprint or KMC which bear a certain NPA-NXX designation. The Routing Point is employed to calculate mileage measurements for the distance-sensitive transport element charges of Switched Access Services. Pursuant to Telcordia Practice BR 795-100-100, the Routing Point may be an "End Office" location, or a "LEC Consortium Point of Interconnection."

Pursuant to that same Telcordia Practice, examples of the latter shall be designated by a common language location identifier (CLLI) code with (x)MD or X(x) in positions 9, 10, 11, where (x) may be any alphanumeric A-Z or 0-9. The above referenced Telcordia document refers to the Routing Point as the Rating Point. The Rating Point/Routing Point need not be the same as the Rate Center Point, nor must it be located within the Rate Center Area, but must be in the same LATA as the NPA-NXX.

- 1.94. "Small Exchange Carrier Access Billing (SECAB)" means the document prepared by the Billing Committee of the OBF. The SECAB document, published by ATIS as Special Report SR OPT-001856, contains the recommended guidelines for the billing of access and other connectivity services.
- 1.95. "Selective Routing" is a service which automatically routes an E911 call to the PSAP that has jurisdictional responsibility for the service address of the telephone that dialed 911, irrespective of telephone company exchange or wire center boundaries.
- 1.96. "Signaling Transfer Point (STP)" means a signaling point that performs message routing functions and provides information for the routing of messages between signaling points within or between CCIS networks. A STP transmits, receives and processes CCIS messages.
- 1.97. "Splitter" is a device that divides the data and voice signals concurrently moving across the loop, directing the voice traffic through copper tie cables to the switch and the data traffic through another pair of copper tie cables to multiplexing equipment for delivery to the packet-switched network. The Splitter may be directly integrated into the DSLAM equipment or may be externally mounted.
- 1.98. "Street Index Guide (SIG)" is a database defining the geographic area of an E911 service. It includes an alphabetical list of the street names, high-low house number ranges, community names, and Emergency Service Numbers provided by the counties or their agents to Sprint.
- 1.99. "Switch" – see Central Office Switch as defined in this Part A.
- 1.100. "Synchronous Optical Network (SONET)" is an optical interface standard that allows interworking of transmission products from multiple vendors (i.e., mid-span meets). The base rate is 51.84 MHps (OC-1/STS-1 and higher rates are direct multiples of the base rate up to 1.22 GHps).
- 1.101. "Tandem Office Switches", "Tandem", and "Tandem Switching" describe Class 4 switches which are used to connect and switch trunk circuits between and among end office switches and other tandems.
- 1.102. "Tariff" means a filing made at the state or federal level for the provision of a telecommunications service by a telecommunications carrier that provides for the terms, conditions and pricing of that service. Such filing may be required or voluntary and may or may not be specifically approved by the Commission or FCC.

- 1.103. "Tariffed Service" shall mean the interconnection of KMC's equipment and Sprint's equipment pursuant to the Sprint Access Service tariffs as filed with the Federal Communications Commission ("FCC"), or applicable state tariffs.
- 1.104. "Technically Feasible" is as defined in 47 C.F.R § 5.1.5.
- 1.105. "Telecommunications" is as defined in the Act.
- 1.106. "Telecommunications Carrier" is as defined in the Act.
- 1.107. "Telecommunication Services" is as defined in the Act.
- 1.108. "Transit Service" means the delivery of Transit Traffic by Sprint or KMC, that originates or terminates on one Party's network from or to a third party Telecommunications Carrier's network, transiting through the other Party's network (the "transiting party").
- 1.109. "Transit Traffic" means traffic that originates or terminates on one Party's network from or to a third party Telecommunications Carrier's network, transiting through the other Party's network (the "transiting party").
- 1.110. Intentionally left blank.
- 1.111. "Wholesale Service" means Telecommunication Services that Sprint provides at retail to subscribers who are not telecommunications carriers as set forth in 47 USC § 251(c)(4) which Sprint provides to resellers at a wholesale rate.
- 1.112. "Wire Center" denotes a building or space within a building which serves as an aggregation point on a given carrier's network, where transmission facilities and circuits are connected or switched. Wire center can also denote a building in which one or more central offices, used for the provision of Basic Exchange Services and Access Services, are located.
- 1.113. "xDSL" refers to a generic term for a new series of high speed transmission protocols, equipment, and services designed to operate over copper wire. This series includes but is not limited to ADSL, VDSL, SDSL, and others.

## **PART B – GENERAL TERMS AND CONDITIONS**

### **1. SCOPE OF THIS AGREEMENT**

1.1. This Agreement, including Parts A through K, specifies the rights and obligations of each party with respect to the establishment, purchase, and sale of Local Interconnection, resale of Telecommunications Services and Unbundled Network Elements. Certain terms used in this Agreement shall have the meanings defined in PART A -- DEFINITIONS, or as otherwise elsewhere defined throughout this Agreement. Other terms used but not defined herein will have the meanings ascribed to them in the Act, in the FCC's, and in the Commission's Rules and Regulations. PART B sets forth the general terms and conditions governing this Agreement. The remaining Parts set forth, among other things, descriptions of the services, pricing, technical and business requirements, and physical and network security requirements, as listed following:

PART C – General Principals

TABLE ONE – Pricing

PART D – Local Resale

PART E – Network Elements

PART F – Interconnection

PART G – Interim Number Portability

PART H – Local Number Portability

PART I – General Business Process Requirements

PART J – Reporting Standards

PART K – Collocation

1.2. Sprint shall provide the services pursuant to this Agreement. Sprint shall not discontinue any service provided or required hereunder without providing KMC prior written notice of such discontinuation of service as required by law. Sprint agrees to cooperate with KMC and/or the appropriate regulatory body in any transition resulting from such discontinuation of service and to minimize the impact to customers which may result from such discontinuance of service.

1.3. Sprint will not discontinue any Network Element or Combination provided hereunder or reconfigure, reengineer or otherwise redeploy its network in a manner which affects KMC's service provided using Network Elements or Combinations provided hereunder or Telecommunications Services provided hereunder, except in connection with network changes and upgrades where Sprint: (i) complies with Sections 51.325 through 51.335 of Title 47 of the Code of Federal Regulations; (ii) with respect to discontinued Network Elements or Combinations, cooperates with KMC and uses reasonable efforts to determine a reasonable alternative, if one exists, to the Network

Element or Combination which is to be discontinued and to implement such alternative prior to discontinuance of such Network Element or Combination; and (iii) with respect to a network change, cooperates with KMC to find a reasonable alternative, if one exists, to the changed network to allow KMC to provide Telecommunications Services as if the change was not made. All technical and industry standards included in this Agreement are for illustrative purposes only and the Parties agree to abide by the most current standards. Sprint and KMC agree that all obligations undertaken pursuant to this Agreement are material obligations. All technical and industry standards included in this Agreement are intended to refer to the most current version of such standards, and the Parties agree to abide by the most current version.

1.4. Sprint shall provide notice of network changes and upgrades in accordance with §§ 51.325 through 51.335 of Title 47 of the Code of Federal Regulations.

## **2. REGULATORY APPROVALS AND CHANGES IN LAW**

2.1. This Agreement, and any amendment or modification hereof, will be submitted to the Commission for approval in accordance with § 252 of the Act within thirty (30) days after obtaining the last required Agreement signature. Sprint and KMC shall use their best efforts to obtain approval of this Agreement by any regulatory body having jurisdiction over this Agreement. In the event any governmental authority or agency rejects any provision hereof, the Parties shall negotiate promptly and in good faith such revisions as may reasonably be required to achieve approval.

2.2. This Agreement is entered into as a result of private negotiations between the Parties. The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on Applicable Law. In the event of any amendment of the Act, any effective legislative action or any effective regulatory or judicial order, rule, regulation, arbitration award, dispute resolution procedures under this Agreement or other legal action purporting to apply the provisions of the Act to the Parties or in which the court, FCC or the Commission makes a generic determination that is generally applicable which revises, modifies or reverses the Applicable Law (individually and collectively, "Amended Rules"), either Party may, by providing written notice to the other Party, require that the affected provisions of this Agreement be renegotiated in good faith and this Agreement shall be amended accordingly to reflect the pricing, terms and conditions of each such Amended Rules relating to any of the provisions in this Agreement.

2.3. Notwithstanding any other provision of this Agreement to the contrary Section 2.2 hereof shall control. The new rates, terms or conditions thus developed or modified shall be substituted in place of those previously in effect and shall be deemed to have been effective under this Agreement as of the effective date of the written notice to renegotiate the modifications, unless otherwise ordered by the FCC, Commission or court of competent jurisdiction. Should the Parties be unable to reach agreement with respect to the applicability of such order or the resulting appropriate modifications to this Agreement, either party may invoke the Dispute Resolution provisions of this Agreement in Section 23.

2.4. The Parties intend that any additional services requested by either Party relating to the subject matter of this Agreement will be incorporated into this Agreement by written amendment.

2.5. Each Party has incorporated by reference certain provisions of its Tariffs that govern the provision of specified services or facilities provided hereunder. If any provision of this Agreement and an applicable approved tariff cannot be reasonably construed or interpreted to avoid conflict, the provisions in this Agreement shall prevail. Wherever any FCC or Commission ordered tariff provision or rate is cited or quoted herein, it is understood that said cite encompasses any revisions or modifications to said tariff.

2.6. Intentionally Left Blank

2.7. On February 20, 2003, the FCC adopted rules concerning incumbent LECs' obligations to make elements of their networks available on an unbundled basis at its open meeting. *In the Matter of the Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, Docket No. CC 01-338. The Parties agree that any effective regulatory order, rule or regulation issued as a result of implementing said rules shall constitute a revision or modification of the Applicable Law and either Party may request that this Agreement be amended in good faith to reflect such Amended Rules pursuant to this Section.

2.8. Each Party will provide notice to the other Party of any tariff or filing which concerns the subject matter of this Agreement as required by Applicable Law.

### 3. TERM AND TERMINATION

3.1. The term of this Agreement shall commence upon the Effective Date of this Agreement and shall be effective for two (2) years from the Effective Date until \_\_\_\_\_ ("Expiration Date"), unless cancelled or terminated earlier in accordance with the terms of the Agreement. No order or request for services under this Agreement shall be processed before the Effective Date, except as may otherwise be agreed in writing between the Parties, provided KMC has established a customer account with Sprint and has completed the Implementation Plan described in Part B, Section 32 hereof.

3.2. In the event of either Party's material breach of any of the terms or conditions hereof, including the failure to make any undisputed payment when due, the defaulting Party shall cure such breach within sixty (60) days after written notice from the non-defaulting Party and if it does not, the non-defaulting Party may immediately terminate this Agreement in whole or in part and shall be entitled to pursue all available legal and equitable remedies for such breach.

3.2.1. Any termination of this Agreement pursuant to this Section 3.3 shall take effect immediately upon delivery of written notice to the defaulting Party that it failed to cure such nonperformance or breach within the applicable cure period. Neither Party shall have any liability to the other Party for termination of this Agreement pursuant to this Section 3.3 other than its obligations under Sections 3.

3.3. KMC may terminate this Agreement in whole or in part at any time for any reason upon sixty (60) days prior written notice, except with respect to termination of any particular service(s), in which case, upon thirty (30) days prior written notice. KMC's sole liability shall be payment of amounts due for services provided up to the date of termination..

3.4. Termination of this Agreement for any cause shall not release either Party from any liability which at the time of termination has already accrued to the other Party or which thereafter may accrue in respect to any act or omission prior to termination or from any obligation which is expressly stated herein to survive termination, including §§ 10, 13 and 20. Upon termination of this Agreement each Party shall promptly pay all undisputed amounts owed the other Party under this Agreement.

3.5. This section intentionally left blank.

3.6. In the event of termination of this Agreement pursuant to this Sections 3.3 or 3.4, Sprint and KMC shall cooperate in good faith to effect an orderly transition of service under this Agreement to KMC or another vendor designated by KMC. Such transition period shall not exceed three (3) months in length unless it is technically infeasible, in which case the Parties will negotiate in good faith an extension thereof, and KMC agrees to continue to pay for any and all services it uses during such transition period.

3.7. Notwithstanding any termination hereof, the Parties shall continue to comply with their obligations under the Act to provide interconnection.

#### **4. POST EXPIRATION INTERIM SERVICE ARRANGEMENTS**

4.1. In the event that this Agreement expires, it is the intent of the Parties to provide in this Section for post-expiration interim service arrangements between the Parties so that service to their respective end users will not be interrupted should a Successor Agreement not be consummated and the Parties are in good faith negotiations for a Successor Agreement or the Parties are in arbitration or mediation before the appropriate Commission or FCC under § 252 of the Act. Therefore, except in the case of termination as a result of either Party's default under Section 3.2 or KMC's termination under Section 3.3, Interconnection services that had been available under this Agreement and exist as of the End Date may continue uninterrupted after the End Date at the written request of either Party only under the terms of:

- 4.1.1. a new agreement voluntarily entered into by the Parties, pending approval by the Commission; or
- 4.1.2. such standard terms and conditions or tariffs approved by and made generally available by the Commission, if they exist at the time of expiration; or
- 4.1.3. an existing agreement between Sprint and another carrier, adopted by KMC for the remaining term of that agreement.

4.2. In the event that this Agreement expires under Section 3.1, and at the time of expiration, KMC is in good faith negotiations with Sprint on a successor agreement or the

Parties are in arbitration or mediation before the appropriate Commission or FCC under §252 of the Act, the Parties shall provide each other Interconnection services after the Expiration Date under the same rates, terms and conditions as the expired Agreement.

4.3. Nothing herein shall be deemed to prevent KMC from adopting an Interconnection Agreement between Sprint and a third party pursuant to 47 CFR 51.809.

## **5. CHARGES AND PAYMENT**

5.1. In consideration of the services provided by Sprint under this Agreement, KMC shall pay the charges set forth in Part C subject to the provisions of §0 hereof. The billing and payment procedures for charges incurred by KMC hereunder are set forth in Part I.

5.2. Sprint reserves the right to secure the account with a suitable form of security deposit in accordance with §6 of Part C.

## **6. AUDITS AND EXAMINATIONS**

6.1. Each Party to this Agreement will be responsible for the accuracy and quality of its data as submitted to the other Party involved. Subject to each Party's reasonable security requirements and except as may be otherwise specifically provided in this Agreement, either Party, at its own expense, may audit the other Party's books, records and other documents directly related to billing and invoicing once in any twelve (12) month period for the purpose of evaluating the accuracy of the other Party's billing and invoicing, including but not limited to billing and usage records. As used herein "Audit" shall mean a comprehensive review of services performed under this Agreement; "Examination" shall mean an inquiry into a specific element of or process related to services performed under this Agreement billed amounts. Either party (the "Requesting Party") may perform one (1) Audit per twelve (12) month period commencing with the Effective Date, with the assistance of the other Party, which will not be unreasonably withheld. The Audit period will include no more than the preceding twelve (12) month period as of the date of the Audit request, except that records or other documentation related to services provisioned during the preceding twelve (12) month period may be older than twelve (12) months and shall be included. The Requesting Party may perform Examinations as it deems necessary, with the assistance of the other Party, which will not be unreasonably withheld.

6.1.1. Notwithstanding the foregoing, the Requesting Party may audit the Audited Party's books, records and documents more than once annually if the previous audit found (i) previously uncorrected net variances or errors in invoices in Audited Party's favor with an aggregate value of at least five percent (5%) of the amounts payable by Requesting Party for audited services, subject to a minimum threshold of \$250,000, provided during the period covered by the audit or (ii) non-compliance by Audited Party with any provision of this Agreement affecting Requesting Party's billing and invoicing of the services provided to Audited Party with an aggregate value of at least five percent (5%) of the amounts payable by Audited



Party for audited services provided during the period covered by the audit, subject to a minimum threshold of \$250,000.

6.2. Upon thirty (30) days written notice by the Requesting Party to Audited Party, Requesting Party shall have the right through its authorized representative to make an Audit, during normal business hours, of any records, accounts and processes which contain information bearing upon the amounts billed or invoiced for the provision of services provided under this Agreement. Within the above-described thirty (30) day period, the Parties shall reasonably agree upon the scope of the Audit or Examination, the documents and processes to be reviewed, and the time, place and manner in which the Audit or Examination shall be performed. The Audited Party agrees to provide Audit or Examination support, including appropriate access to and use of Audited Party's facilities (e.g.: conference rooms, telephones, copying machines).

6.3. Each party shall bear its own expenses in connection with the conduct of the Audit or Examination. The reasonable cost of Special Data Extraction required by the Requesting Party to conduct the Audit or Examination will be paid for by the Requesting Party. For purposes of this Section 6.3, a "Special Data Extraction" shall mean the creation of an output record or informational report (from existing data files) that is not created in the normal course of business. If any program is developed to Requesting Party's specifications and at Requesting Party's expense, Requesting Party shall specify at the time of request whether the program is to be retained by the Audited Party for reuse for any subsequent Audit or Examination.

6.4. Adjustments, credits or payments shall be made and any corrective action shall commence within thirty (30) days from receipt of requesting Party's receipt of the final audit report to compensate for any errors or omissions which are disclosed by such Audit or Examination and are agreed to by the Parties. The Party responsible for the error or omission shall either forgo interest if they underbilled the other Party, or pay interest, as provided in Part I herein, if they were responsible for the other Party's underbilling.

6.5. Neither such right to examine and audit nor the right to receive an adjustment shall be affected by any statement to the contrary appearing on checks or otherwise, unless such statement expressly waiving such right appears in writing, is signed by the authorized representative of the party having such right and is delivered to the other party in a manner sanctioned by this Agreement.

6.6. This Article 6 shall survive expiration or termination of this Agreement for a period of one (1) year after expiration or termination of this Agreement.

6.7. The rights set forth in this Article 6 are in addition to the audit rights of either Party available under other Parts of this Agreement, including Parts E, F and I.

## **7. INTELLECTUAL PROPERTY RIGHTS**

7.1. Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Except for a limited license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this

Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel. It is the responsibility of each Party to ensure, at no separate, additional cost to the other Party, that it has obtained any necessary licenses in relation to intellectual property of third parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement. For the avoidance of doubt, the foregoing sentence shall not preclude Sprint from charging CLEC for such costs as permitted under a Commission order.

7.2. The Party providing a service pursuant to this Agreement will defend the Party receiving such service or data provided as a result of such service against claims of infringement arising solely from the use by the receiving Party of such service and will indemnify the receiving Party for any damages awarded based solely on such claims in accordance with Section 9 below.

## **8. LIMITATION OF LIABILITY**

8.1. Neither Party shall be liable to the other for any indirect, incidental, special or consequential damages arising out of or related to this Agreement or the provision of service hereunder. Notwithstanding the foregoing limitation, a Party's liability shall not be limited by the provisions of this Section 12 in the event of its willful or intentional misconduct, including gross negligence, or its repeated breach of any one or more of its material obligations under this Agreement. A Party's liability shall not be limited with respect to its indemnification obligations.

## **9. INDEMNIFICATION**

9.1. Except to the extent such damage is caused by such parties willful or intentional misconduct, or gross negligence, each Party agrees to indemnify and hold harmless the other Party from and against claims by third parties for damage to tangible personal or real property and/or personal injuries to the extent such claims arise from the negligence or willful misconduct or omission of the indemnifying Party.

9.2. KMC shall indemnify and hold harmless Sprint from all claims by KMC's subscribers, subject to §9.1.

9.3. Sprint shall indemnify and hold harmless KMC from all claims by Sprint's subscribers, subject to § 9.1.

9.4. The indemnifying Party under this Article agrees to defend any suit brought against the other Party either individually or jointly with the indemnified Party for any such loss, injury, liability, claim or demand.

9.5. The indemnified Party agrees to notify the other Party promptly, in writing, of any written claims, lawsuits, or demands for which it is claimed that the indemnifying Party is responsible under this Article and to cooperate in every reasonable way to facilitate defense or settlement of claims.

9.6. The indemnifying Party shall have complete control over defense of the case and over the terms of any proposed settlement or compromise thereof. The indemnifying Party shall not be liable under this Article for settlement by the indemnified Party of any claim, lawsuit, or demand, if the indemnifying Party has not approved the settlement in advance, unless the indemnifying Party has had the defense of the claim, lawsuit, or demand tendered to it in writing and has failed to promptly assume such defense. In the event of such failure to assume defense, the indemnifying Party shall be liable for any reasonable settlement made by the indemnified Party without approval of the indemnifying Party.

9.7. When the lines or services of other companies and CLECs are used in establishing connections to and/or from points not reached by a Party's lines, neither Party shall be liable for any act or omission of the other companies or carriers.

9.8. In addition to its indemnity obligations hereunder, each Party shall, to the extent allowed by law or Commission Order, provide, in its tariffs and contracts with its subscribers that relate to any Telecommunications Services provided or contemplated under this Agreement, that in no case shall such Party or any of its agents, contractors or others retained by such Party be liable to any subscriber or third party for

9.8.1. any loss relating to or arising out of this Agreement, whether in contract or tort, that exceeds the amount such Party would have charged the applicable subscriber for the service(s) or function(s) that gave rise to such loss, and

9.8.2. Consequential Damages (as defined in Section 8 above).

## **10. BRANDING**

10.1. In all cases in which Sprint has control over handling of Operator and Directory Assistance Services KMC may provide using services provided by Sprint under this Agreement, Sprint shall, where technically feasible, at KMC's sole discretion and expense, brand any and all such services at all points of customer contact exclusively as KMC services, or otherwise as KMC may specify, or be provided with no brand at all, as KMC shall determine. Sprint shall provide, for KMC's review and approval, the methods and procedures, training and approaches to be used by Sprint to assure that Sprint meets KMC's branding requirements for such Operator and Directory Assistance Services. Sprint may not unreasonably interfere with branding by KMC; provided, that if there are technical limitations as to the number of ILECs that Sprint can brand for, branding will be made available to KMC hereunder on a first come, first serve basis.

10.2. KMC shall provide the exclusive interface to KMC subscribers, except as KMC shall otherwise specify. In those instances where KMC requests that Sprint personnel interface with KMC subscribers, such Sprint personnel shall inform the KMC subscribers that they are representing KMC, or such brand as KMC may specify.

10.3. Other business materials furnished by Sprint to KMC subscribers shall bear no Sprint corporate name, logo, trademark or tradename.

10.4. Except as specifically permitted by a Party, in no event shall either Party provide

information to the other Party's subscribers about the other Party or the other Party's products or services.

10.5. Within thirty (30) calendar days of request from KMC, Sprint shall share details of Sprint's training approaches related to branding with KMC to be used by Sprint to assure that Sprint meets the branding requirements agreed to by the Parties.

10.6. This Article 10 shall not confer on either Party any rights to the service marks, trademarks and/or trade names owned by or used in connection with services by the other Party, except as expressly permitted in writing by the other Party.

## **11. REMEDIES**

### **11.1. Specific Performance.**

11.1.1. In addition to any other rights or remedies, and unless specifically provided herein to the contrary, either party may sue in equity for specific performance.

11.2. Except as otherwise provided herein, all rights of termination, cancellation or other remedies prescribed in this Agreement, or otherwise available, are cumulative and are not intended to be exclusive of other remedies to which the injured Party may be entitled at law or equity in case of any breach or threatened breach by the other Party of any provision of this Agreement, and use of one or more remedies shall not bar use of any other remedy for the purpose of enforcing the provisions of this Agreement.

## **12. CONFIDENTIALITY AND PUBLICITY**

12.1. All information which is disclosed by one party ("Disclosing Party") to the other ("Recipient") in connection with this Agreement, or acquired in the course of performance of this Agreement, shall be deemed confidential and proprietary to the Disclosing Party and subject to this Agreement, such information including but not limited to, orders for services, usage information in any form, and CPNI as that term is defined by the Act and the rules and regulations of the FCC (collectively "Confidential Information" and/or "Proprietary Information").

12.2. During the Term of this Agreement, and for a period of three (3) year thereafter, Recipient shall

12.2.1. use it only for the purpose of performing under this Agreement,

12.2.2. hold it in confidence and disclose it only to employees or agents who have a need to know it in order to perform under this Agreement, and

12.2.3. safeguard it from unauthorized use or Disclosure using no less than the degree of care with which Recipient safeguards its own Confidential Information.

12.3. Recipient shall have no obligation to safeguard Confidential Information

12.3.1. which was in the Recipient's possession free of restriction prior to its

receipt from Disclosing Party,

12.3.2. which becomes publicly known or available through no breach of this Agreement by Recipient,

12.3.3. which is rightfully acquired by Recipient free of restrictions on its Disclosure, or

12.3.4. which is independently developed by personnel of Recipient to whom the Disclosing Party's Confidential Information had not been previously disclosed.

12.4. Recipient may disclose Confidential Information if required by law, a court, or governmental agency, provided that Disclosing Party has been notified of the requirement promptly after Recipient becomes aware of the requirement, and provided that Recipient undertakes all lawful measures to avoid disclosing such information until Disclosing Party has had reasonable time to obtain a protective order or other relief. Recipient agrees to comply with any protective order that covers the Confidential Information to be disclosed.

12.5. Each Party agrees that in the event of a breach of this §12 by Recipient or its representatives or agents, Disclosing Party shall be entitled to equitable relief, including injunctive relief and specific performance. Such remedies shall not be exclusive, but shall be in addition to all other remedies available at law or in equity.

12.6. CPNI related to KMC's subscribers obtained by virtue of Local Interconnection or any other service provided under this Agreement shall be KMC's Proprietary Information and may not be used by Sprint for any purpose except performance of its obligations under this Agreement, and in connection with such performance, shall be disclosed only to employees with a need to know, unless the KMC subscriber expressly directs KMC to disclose such information to Sprint pursuant to the requirements of Section 222(c)(2) of the Act. If Sprint seeks and obtains written approval to use or disclose such CPNI from KMC's subscribers, such approval shall be obtained only in compliance with Section 222(c)(2) of the Act and, in the event such authorization is obtained, Sprint may use or disclose only such information as KMC provides pursuant to such authorization and may not use information that Sprint has otherwise obtained, directly or indirectly, in connection with its performance under this Agreement. CPNI related to Sprint's subscribers obtained by virtue of Local Interconnection shall be Sprint's Proprietary Information and may not be used by KMC for any purpose except performance of its obligations under this Agreement, and in connection with such performance shall be disclosed only to employees with a need to know, unless the Sprint subscriber expressly directs Sprint to disclose such information to KMC pursuant to the requirements of Section 222(c)(2) of the Act. If KMC seeks and obtains written approval to use or disclose such CPNI from Sprint's subscribers, such approval shall be obtained only in compliance with Section 222(c)(2) of the Act and, in the event such authorization is obtained, KMC may use or disclose only such information as Sprint provides pursuant to such authorization and may not use information that KMC has otherwise obtained, directly or indirectly, in connection with its performance under this Agreement.

12.7. Unless otherwise agreed, neither Party shall publish or use the other Party's logo,

trademark, service mark, name, language, pictures, symbols or words from which the other Party's name may reasonably be inferred or implied in any product, service, advertisement, promotion, or any other publicity matter, except that nothing in this paragraph shall prohibit a Party from engaging in valid comparative advertising. This §0 shall confer no rights on a Party to the service marks, trademarks and trade names owned or used in connection with services by the other Party or its Affiliates, except as expressly permitted by the other Party.

12.8. Neither Party shall produce, publish, or distribute any press release nor other publicity referring to the other Party or its Affiliates, or referring to this Agreement, without the prior written approval of the other Party, except to the extent that the information being distributed is public information. Each party shall obtain the other Party's prior approval before discussing this Agreement in any press or media interviews. In no event shall either Party mischaracterize the contents of this Agreement in any public statement or in any representation to a governmental entity or member thereof.

12.9. Except as otherwise expressly provided in this §12, nothing herein shall be construed as limiting the rights of either Party with respect to its customer information under any applicable law, including without limitation §222 of the Act.

### **13. WARRANTIES**

13.1. Sprint agrees that Interconnection must be provided in a competitively neutral fashion, at any technically feasible point within its network as stated in this Agreement and that such interconnection must contain all the same features, functions and capabilities, and be at least equal in quality to the level provided by Sprint to itself, its Affiliates, and other telecommunications carriers.

13.2. Sprint agrees that it shall provide to KMC on a nondiscriminatory basis unbundled Network Elements and ancillary services as set forth in this Agreement and the operations support systems as set forth in this Agreement. Sprint further agrees that these services, or their functional components, must contain all the same features, functions and capabilities and be provided at a level of quality at least equal to the level which it provides to itself, its Affiliates, and other telecommunications carriers.

13.3. The Parties shall provide, in a competitively neutral fashion, INP and LNP as set forth herein and in accordance with the Applicable Law, regulations and orders of the FCC and this Commission.

13.4. Sprint agrees that it shall provide to KMC, in a competitively neutral fashion, dialing parity for local exchange service and interexchange service pursuant to the Applicable Law, regulations and orders of the state regulatory body and the FCC in effect.

13.5. Sprint agrees that order entry, provisioning, installation, trouble resolution, maintenance, billing, and service quality with respect to Local Resale must be provided at least as expeditiously as Sprint provides for itself or for its own retail local service or to others, or to its Affiliates, and that it shall provide such services to KMC in a competitively neutral fashion.

**14. ASSIGNMENT AND SUBCONTRACT**

14.1. Neither Party hereto may assign or otherwise transfer its rights or obligations under this Agreement, except with the prior written consent of the other Party hereto, which consent shall not be unreasonably withheld; provided, however, that, so long as the performance of any assignee is guaranteed by the assignor, either Party may assign its rights and delegate its benefits, duties and obligations under this Agreement, without the consent of the other Party, to any Affiliate of such Party. Each Party shall notify the other in writing of any such assignment. Nothing in this Section is intended to impair the right of either Party to utilize subcontractors. Thereafter, the successor Party shall be deemed CLEC or Sprint and the original Party shall be relieved of such obligations and duties, except for matter arising out of events occurring prior to the date of such undertaking.

14.2. Notwithstanding the above, should Sprint sell or trade substantially all the assets in an exchange or group of exchanges that Sprint uses to provide Telecommunications Services, then Sprint will assign the portions of this Agreement for those exchanges/markets where KMC is actually interconnecting and providing Telecommunications Services. Sprint may terminate this Agreement in whole in part as to any particular exchange or group of exchanges where KMC is not actually interconnecting and providing Telecommunications Services upon sixty (60) days prior written notice, but in any event, Sprint shall make reasonable efforts to assist KMC in a reasonably seamless transition to the acquiring provider. The Parties agree to abide by any applicable Commission Order.

**15. GOVERNING LAW**

15.1. This Agreement shall be governed by and construed in accordance with the Act, the FCC's Rules and Regulations and orders of the Commission, except insofar as state law may control any aspect of this Agreement, in which case the domestic laws of the Commission's state, without regard to its conflicts of laws principles, shall govern.

**16. RELATIONSHIP OF PARTIES**

16.1. It is the intention of the Parties that each Party shall be an independent contractor and nothing contained herein shall constitute the Parties as joint venturers, partners, employees or agents of one another, and neither Party shall have the right or power to bind or obligate the other.

**17. NO THIRD PARTY BENEFICIARIES**

17.1. The provisions of this Agreement are for the benefit of the Parties hereto and not for any other person, and this Agreement shall not provide any person not a party hereto with any remedy, claim, liability, reimbursement, right of action, or other right in excess of those existing without reference hereto. This shall not be construed to prevent Carrier from providing its Telecommunications Services to other carriers.

**18. NOTICES**

18.1. Except as otherwise provided herein, all notices or other communication hereunder shall be deemed to have been duly given when made in writing and delivered in person or deposited in the United States mail, certified mail, postage prepaid, return receipt requested and addressed as follows:

If to Sprint:	Director Local Carrier Markets Sprint 6480 Sprint Parkway KSOPHM0310-3A453 Overland Park, KS 66251	If to CLEC:	KMC Telecom Holdings, Inc. Interconnection Contract Mgmt. Attn: Marva Brown Johnson 1755 North Brown Road Lawrenceville, Georgia 30043 Tel: (678) 985-7900 Fax: (678) 985-6213 Email: marva.johnson@kmctelecom.com
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with a copy to:	[insert Sprint local POC]	With a Copy to:	KMC Telecom Holdings, Inc. Office of General Counsel / Legal Affairs Attn: Riley Murphy 1545 Route 206 Bedminster, New Jersey 07921 Tel: (908) 470-2100 Fax: (908) 719-8776 Email: riley.murphy@kmctelecom.com
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18.2. If delivery, other than certified mail, return receipt requested, is used to give notice, a receipt of such delivery shall be obtained and the notice shall be effective when received. If delivery via certified mail, return receipt requested, is used, notice shall be effective when sent. The address to which notices or communications may be given to either Party may be changed by written notice given by such Party to the other pursuant to this §18.

## **19. WAIVERS**

19.1. No waiver of any provisions of this Agreement and no consent to any default under this Agreement shall be effective unless the same shall be in writing and properly executed by or on behalf of the Party against whom such waiver or consent is claimed.

19.2. No course of dealing or failure of any Party to strictly enforce any term, right, or condition of this Agreement in any instance shall be construed as a general waiver or relinquishment of such term, right or condition.

19.3. Waiver by either party of any default by the other Party shall not be deemed a waiver of any other default.

## **20. SURVIVAL**



20.1. Termination of this Agreement, or any part hereof, for any cause shall not release either Party from any liability which at the time of termination had already accrued to the other Party or which thereafter accrues in any respect to any act or omission occurring prior to the termination or from an obligation which is expressly stated in this Agreement to survive termination including but not limited to §§ 5, 5, 6, 7, 8, 12, 17, 19, and 22.

## 21. FORCE MAJEURE

21.1. Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, strikes, work stoppage affecting a supplier or unusually severe weather conditions (individually or collectively, a “**Force Majeure Event**”). No delay or other failure to perform shall be excused pursuant to this §21 unless delay or failure and consequences thereof are beyond the reasonable control and without the fault or negligence of the Party claiming excusable delay or other failure to perform. If a Force Majeure Event shall occur, the Party affected shall give prompt notice to the other Party of such Force Majeure Event specifying the nature, date of inception and expected duration of such Force Majeure Event, whereupon such obligation or performance shall be suspended to the extent such Party is affected by such Force Majeure Event during the continuance thereof or be excused from such performance depending on the nature, severity and duration of such Force Majeure Event (and the other Party shall likewise be excused from performance of its obligations to the extent such Party’s obligations relate to the performance so interfered with). The affected Party shall use its reasonable efforts to avoid or remove the cause of nonperformance and the Parties shall give like notice and proceed to perform with dispatch once the causes are removed or cease. Subject to §3 hereof, in the event of any such excused delay in the performance of a Party's obligation(s) under this Agreement, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay. In the event of such delay, the delayed Party shall perform its obligations at a performance level no less than that which it uses for its own operations. In the event of such performance delay or failure by Sprint, Sprint agrees to resume performance in a nondiscriminatory manner and not favor its own provision of Telecommunications Services above that of KMC.

## 22. GENERAL DISPUTE RESOLUTION

22.1. The Parties recognize and agree that the Commission has continuing jurisdiction to implement and enforce all terms and conditions of this Agreement. Accordingly, the Parties agree that any dispute arising out of or relating to this Agreement that the Parties themselves cannot resolve may be submitted to the Commission for resolution. If the Parties are unable to resolve the dispute as provided herein, the Parties agree to seek expedited resolution by the Commission, and shall request that resolution occur in no event later than sixty (60) days from the date of submission of such dispute. If the Commission appoints an expert(s) or other facilitator(s) to assist in its decision-making, each party shall pay half of the fees and expenses so incurred. The Commission may

direct payment of any or all charges, plus applicable interest fees, to be paid to either Party. During the Commission proceeding each Party shall continue to perform its obligations under this Agreement provided, however, that neither Party shall be required to act in any unlawful fashion. This provision shall not preclude the Parties from seeking relief available in any other forum.

22.2. If any matter, other than a billing dispute, is subject to a bona fide dispute between the Parties, the disputing Party shall, within thirty (30) days after the party would have reasonably discovered the event giving rise to the dispute, give written notice to the other Party of the dispute and include in such notice the specific details and reasons for disputing each item.

22.2.1. If the Parties are unable to resolve the issues related to the dispute in the normal course of business within forty-five (45) days after delivery of notice of the Dispute to the other Party, the dispute shall be escalated to a designated representative who has authority to settle the dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives, provided, however, that all reasonable requests for relevant information made by one Party to the other Party shall be honored.

22.2.2. If the Parties are unable to resolve the dispute within forty-five (45) days after the Parties' appointment of designated representatives pursuant to §22.3.1, then either Party may file a complaint with the Commission or Court of competent jurisdiction pursuant §22.2 above to resolve such issues or proceed with any other remedy pursuant to law or equity.

22.3. Nothing in this §22 shall be construed to preclude or limit either Party from seeking immediate injunctive relief from a court or agency with competent jurisdiction to the extent it deems necessary.

## **23. NON-DISCRIMINATORY TREATMENT**

23.1. Sprint shall make available, pursuant to 47 USC § 252(i) and the FCC rules and regulations regarding such availability, to KMC, at the same rates, and on the same terms and conditions, any interconnection, service, or network element provided under any other agreement filed and approved pursuant to 47 USC § 252. The adopted interconnection, service, or network element and agreement shall apply to the same states as such other agreement and for the identical term of such other agreement. The adopted rates, terms, and conditions shall be effective as of the date the Parties sign an agreement or amendment incorporating such adopted rates, terms, or conditions.

23.2. Notwithstanding the above, the MFN Obligations shall not apply to any service as to which Sprint has established before the Commission, or otherwise established to the reasonable satisfaction of KMC, that:

23.2.1. The costs of providing the interconnection arrangement, resale of Telecommunications Services, or category of Network Elements to KMC are greater than the costs of providing same to the Telecommunications Carrier that originally negotiated such agreement;

23.2.2. The provision of a particular interconnection arrangement, resale of Telecommunications Services, or category of Network Elements to KMC is not technically feasible;

23.2.3. Pricing is provided to a third party for a cost-based term or cost-based volume discount offering and KMC seeks to adopt the cost-based term or cost-based volume discount price without agreeing to all or substantially all of the terms and conditions of the cost-based term or cost-based volume discount offering;

23.2.4. Pricing is provided to a third party on a dissimilar (*e.g.*, deaveraged vs. averaged price) basis, KMC may only elect to amend this Agreement to reflect all such differing pricing (but not less than all) by category of Network Element or resale of Telecommunications Services in its entirety, contained in such third party agreement; or

23.2.5. Interconnection arrangement, resale of Telecommunications Services, or Network Elements are provided to a third party in conjunction with material terms or conditions related to functionality that directly impact the provisioning of said service and KMC seeks to adopt such interconnection arrangement, resale of Telecommunications Services, or Network Elements without inclusion of all or substantially of all said material terms or conditions.

## **24. COOPERATION ON FRAUD**

24.1. The Parties agree that they shall cooperate with one another to investigate, minimize and take corrective action in cases of fraud. The Parties' fraud minimization procedures are to be cost effective and implemented so as not to unduly burden or harm one party as compared to the other.

## **25. TAXES**

25.1. Any Federal, state or local excise, license, sales, use, or other taxes or tax-like charges (excluding any taxes levied on income) resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under applicable law, even if the obligation to collect and remit such taxes is placed upon the other Party. Any such taxes shall be shown as separate items on applicable billing documents between the Parties. The Party obligated to collect and remit taxes shall do so unless the other Party provides such Party with the required evidence of exemption. The Party so obligated to pay any such taxes may contest the same in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery, provided that such party shall not permit any lien to exist on any asset of the other party by reason of the contest. The Party obligated to collect and remit taxes shall cooperate fully in any such

contest by the other Party by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest.

**26. AMENDMENTS AND MODIFICATIONS**

26.1. No provision of this Agreement shall be deemed waived, amended or modified by either party unless such a waiver, amendment or modification is in writing, dated, and signed by both Parties.

**27. SEVERABILITY**

27.1. Subject to § 0, if any part of this Agreement is held to be invalid for any reason, such invalidity will affect only the portion of this Agreement which is invalid. In all other respects this Agreement will stand as if such invalid provision had not been a part thereof, and the remainder of the Agreement shall remain in full force and effect.

**28. HEADINGS NOT CONTROLLING**

28.1. The headings and numbering of Articles, Sections, Parts and Parts in this Agreement are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.

**29. ENTIRE AGREEMENT**

29.1. This Agreement, including all Parts and Parts and subordinate documents attached hereto or referenced herein, all of which are hereby incorporated by reference herein, constitute the entire matter thereof, and supersede all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter thereof.

**30. COUNTERPARTS**

30.1. This Agreement may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.

**31. SUCCESSORS AND ASSIGNS**

31.1. This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and permitted assigns.

**32. IMPLEMENTATION OF THE AGREEMENT**

32.1. This Agreement sets forth the overall standards of performance for services, processes, and systems capabilities that the Parties will provide to each other, and the intervals at which those services, processes and capabilities will be provided. The Parties understand that the arrangements and provision of services described in this Agreement shall require technical and operational coordination between the Parties. Accordingly,

the Parties agree to form a team (the "Implementation Team") that shall develop and identify those processes, guidelines, specifications, standards and additional terms and conditions necessary to support and satisfy the terms set forth in this Agreement and implement each Party's obligations hereunder, both initially and for the term of the Agreement. Each Party shall designate no more than four (4) persons to be permanent members of the Implementation Team; provided that either Party may include in meetings or activities such technical specialists or other individuals as may be reasonably required to address a specific task, matter or subject. Each Party may replace its representatives by delivering written notice thereof to the other Party. Further, the Parties agree that prior to this Agreement, members of the Implementation Team were identified and they have been engaged in joint efforts to identify and implement business process improvements.

32.2. The Implementation Team shall develop a plan for implementation of this Agreement (the "Implementation Plan") and implement the plan within one hundred twenty (120) days of the Effective Date of this Agreement.

32.3. If the Implementation Team is unable to agree upon any of the matters to be included in the Implementation Plan, then either Party may invoke the procedures set forth in Part B, Section 22.

## **PART C - GENERAL PRINCIPLES**

### **1. USE OF FACILITIES.**

- 1.1. When an End User changes or withdraws authorization from its LEC, each Party shall release End User-specific facilities belonging to Sprint in accordance with the End User's direction or that of the End User's authorized agent. To reclaim the facilities in situations where KMC has the use of the facilities (i.e., local loop) to a specific End User premise, either through resale of local service or the lease of the local loop as an Unbundled Network Element, the following will apply:
  - 1.1.1. Sprint shall notify in writing via email or fax the designated KMC contact for service provisioning that it has had a request for service at the premise location that is currently being served by KMC;
  - 1.1.2. If available to Sprint, Sprint shall include the name and address of the party receiving service at such locations, but at a minimum shall provide local service address location information;
  - 1.1.3. So long as Sprint follows the methods prescribed by the FCC for carrier change verification with the customer at the premises involved and absent valid written confirmation that KMC remains the End Users authorized LEC, Sprint shall be free to use the facilities in question upon the expiration of 24 hours following the initial written notification from Sprint to KMC and Sprint shall issue a disconnect order with respect to the KMC service at that location.
- 1.2. When an End User changes or withdraws authorization from another (third party) CLEC as confirmed by KMC, Sprint will work cooperatively with KMC to obtain release of End User-specific facilities belonging to Sprint from the third party carrier at Parity.
- 1.3. Both Parties agree it will, and will cause each of its agents, employees, representatives and Affiliates, to use such End User Proprietary Information only to perform its obligations under this Agreement or to use services provided by the Disclosing Party hereunder and for no other purpose, including its own marketing purposes.

### **2. PRICE SCHEDULE**

- 2.1. All rates and/or prices under this agreement are set forth in Table One of this Part C.
- 2.2. All rates provided under this Agreement shall remain in effect for the term of this Agreement unless they are not in accordance with all applicable provisions of the Act, the Rules and Regulations of the FCC, or the Commission's orders, rules and regulations, including such Commission order(s) that result from a generic docket relating to Incumbent Local Exchange Carrier ("ILEC") costing/pricing or from a docket relating specifically to Sprint's costing/pricing, in which case Part B,

Section 2 shall apply. The Parties agree to abide by any Commission order, applicable to Sprint, addressing any rates, and the application of rates, relevant to this Agreement.

- 2.3. Except as otherwise specified in this Agreement, Sprint shall be responsible for all costs and expenses it incurs in: (i) complying with and implementing its obligations under this Agreement, the Act, and the rules, regulations and orders of the FCC and the Commission; and (ii) the development, modification, technical installation and maintenance of any systems or other infrastructure which it requires to comply with and to continue complying with its responsibilities and obligations under this Agreement; provided, however, that Sprint may impose charges for additional service to be provided under this Agreement by amendment to this Part C consistent with this Agreement.
- 2.4. Sprint shall offer rates to KMC in a non-discriminatory manner in accordance with Part B, §§ 2, 13 and 23. Sprint must be able to bill any contracted rate in the Agreement within sixty (60) days, or two (2) bill cycles, of the rate change, Agreement or amended Agreement, with true-up completed within ninety (90) calendar days following the effective date of such rate change. If system changes are required to implement the new rates, the Parties agree to negotiate a mutually agreeable timeframe for the changes to be implemented. As part of that negotiation and prior to the change taking place, the Parties will agree upon a true-up timeframe, unless otherwise ordered by a State or Federal Commission.

### **3. LOCAL SERVICE RESALE**

- 3.1. The recurring and nonrecurring rates pursuant to which KMC is to purchase Telecommunications Services from Sprint for resale shall be at a discount rate (i.e. Base Line Resale Discount) off of the retail rate for the Telecommunications Service. The discount rates that KMC shall pay are as set forth in Table One of this Part and shall be applied consistent with the provisions of Part D of this Agreement. Such discount shall reflect the costs avoided by Sprint, using the avoided cost methodology set forth by the FCC, when selling a service for wholesale purposes.

### **4. INTERCONNECTION AND RECIPROCAL COMPENSATION**

- 4.1. All combined Local Traffic and ISP-Bound Traffic delivered to one Party by the other Party that does not exceed a 3:1 ratio of terminating to originating minutes of use, on a state-wide basis, is presumed to be Section 251(b)(5) Traffic ("Local Traffic"). All combined Local Traffic and ISP-Bound Traffic delivered to a Party that exceeds a 3:1 ratio of terminating to originating traffic minutes of use, on a state-wide basis, is presumed to be ISP-Bound Traffic. This presumption may be rebutted by either Party consistent with the provisions of the FCC's *Order on Remand and Report and Order*, FCC 01-131, CC Dockets No. 96-98 and 99-68, adopted April 18, 2001 (the "ISP Compensation Order").
- 4.2. The Parties agree that by executing this Agreement and carrying out the

intercarrier compensation rates, terms and conditions herein, neither Party waives any of its rights, and expressly reserves all of its rights, under the ISP Compensation Order.

4.3. Local Traffic Rate.

4.3.1. The rates to be charged for the exchange of Local Traffic are the rates set forth in Table One:

4.4. ISP-Bound Traffic

4.4.1. Consistent with Sprint's election of the FCC Interim Intercarrier Compensation Mechanism, ISP-Bound Traffic is not considered Local Traffic subject to reciprocal compensation, but is instead traffic subject to compensation as described by the FCC Interim Intercarrier Compensation Mechanism. ISP-Bound Traffic will be compensated at the rates established by the FCC.

4.4.1.1. The terminating Party will bill the originating Party a rate of \$0.0010 per MOU for ISP-Bound Traffic delivered to the terminating Party through June 13, 2003.

4.4.1.2. The terminating Party will bill the originating Party a rate of \$0.0007 per MOU for ISP-Bound Traffic delivered to the terminating Party, beginning on June 14, 2003 and through the termination of this Agreement.

4.5. Notwithstanding anything to the contrary, the volume of ISP-Bound Traffic for which one Party may bill the other is subject to a growth cap. The growth cap will be applied as follows:

4.5.1. To determine the base-line for compensation purposes calculate the number of ISP-Bound Traffic minutes for which each Party was compensated during the first quarter of 2001, multiply times four and multiply that number by a ten percent (10%) growth factor (1.10).

4.5.2. In 2002, the Parties will compensate each other for ISP-Bound Traffic up to a ceiling equal to the number of Information Access minutes for which each Party was compensated during 2001 on an annualized basis, plus an additional ten percent growth factor (1.10).

4.5.3. In 2003 and through the term of the Agreement, the Parties will compensate each other for ISP-Bound Traffic up to the number of ISP-Bound Traffic minutes for which each Party was compensated during 2002.

4.6. If at any point Sprint no longer offers to terminate Local Traffic or ISP-Bound Traffic at the FCC Rates set forth in this §4 for any carrier, including but not limited to CLECs and CMRS providers, Sprint shall notify KMC immediately of this choice and the rate of ISP-Bound Traffic termination going forward shall be



the rate for reciprocal compensation for Local Traffic as set forth in Table One of the Agreement. If the Parties are unable to agree on whether Sprint is offering to exchange traffic as described in this Part C, they shall invoke the dispute resolution procedures in the Agreement.

- 4.7. Charges billed to Sprint by KMC for the transport and termination of Local Traffic will be equal to those that Sprint assesses KMC for the same services. Where KMC is interconnected at a Sprint tandem and Sprint delivers its traffic to KMC directly from an end-office, Sprint shall pay KMC end-office termination. Where KMC is interconnected at a Sprint tandem and Sprint delivers its traffic to KMC from the tandem and KMC switch serves a geographical area greater than or equal to the area served by the Sprint tandem, Sprint shall pay KMC for Tandem Switching, common transport and end-office termination. If KMC serves a geographical area less than the area served by the Sprint tandem, Sprint shall pay KMC end-office termination.

4.7.1. The following process will be used to validate geographic area.

- 4.7.1.1. Sprint will provide KMC information concerning the end offices served by Sprint's tandem for KMC to use in determining geographic comparability.
- 4.7.1.2. KMC will certify in writing that they are offering facilities based service through either owned or leased facilities to the majority of customers served by the end offices.
- 4.7.1.3. Sprint may request proof of service at least once per year. Proof will consist of a sample of addresses actually served by KMC switch showing that they are meeting the obligation.

- 4.8. Compensation for the termination of toll traffic and the origination of 800 traffic between the interconnecting parties shall be based on the applicable access charges in accordance with FCC and Commission Rules and Regulations and consistent with the provisions of Part F of this Agreement.

**Sprint proposed language:**

- 4.9. **For calls terminated to end users outside the local calling in which their NPA/NXXs are homed are not local calls for purposes of intercarrier compensation and Sprint shall not be obligated to pay reciprocal compensation for such traffic.**

**KMC proposed language:**

- 4.9. **Non-ISP bound calls terminated to end users outside the local calling area in which their NPA/NXXs are homed are not local calls for purposes of intercarrier compensation, and neither Sprint nor KMC shall be obligated to pay reciprocal compensation for such traffic.**

**Sprint proposed language:**

- 4.10. Voice calls that are transmitted, in whole or in part, via the public Internet or a private IP network (VoIP) shall be compensated in the same manner as voice traffic (e.g. reciprocal compensation, interstate access and intrastate access).

**KMC proposed language:**

- 4.10. The Parties reserve the right to raise the appropriate treatment of Voice Over Internet Protocol (VOIP) traffic which crosses LATA boundaries constitute Switched Access Traffic under the Dispute Resolution provisions of this Agreement. The Parties further agree that this Agreement shall not be construed against either Party as a "meeting of the minds" that VOIP traffic is or is not local traffic subject to reciprocal compensation. Both Parties reserve the right to advocate their respective positions before state or federal commissions whether in bilateral complaint dockets, arbitrations under Sec. 252 of the Act, commission established rulemaking dockets, or in any legal challenges stemming from such proceedings. Notwithstanding the foregoing, and without waiving any rights with respect to either Party's position as to the jurisdictional nature of VOIP, the Parties agree amend this Agreement in accordance with the General Terms and Conditions of this Agreement to abide by any effective and applicable FCC rules and orders regarding the nature of such traffic and the compensation payable by the Parties for such traffic, if any; provided however, that any VOIP transmission which originates in one LATA and terminates in another LATA (i.e., the end-to-end points of the call), shall be subject to a "bill and keep" arrangement.
- 4.11. Compensation for the termination of toll traffic and the origination of 8yy traffic between the interconnecting parties shall be based on the applicable access charges in accordance with FCC and Commission Rules and Regulations and consistent with the provisions of Part F of this Agreement. A call placed on a non-local basis (e.g., a toll call or 8yy call) to an ISP customer of either Party shall not be treated as an ISP-Bound Traffic for compensation purposes, but instead shall be treated as a conventional voice call.
- 4.12. Intentionally left blank.
- 4.13. Where a toll call is completed through Sprint's Interim Number Portability ("INP") arrangement (e.g., remote call forwarding) to KMC's subscriber, KMC shall be entitled to applicable access charges in accordance with the FCC and Commission Rules and Regulations.
- 4.14. KMC shall pay a transit rate, comprised of the transport and tandem rate elements, as set forth in Table One of this Part when KMC uses a Sprint access tandem to terminate a local call to a third party Local Exchange Carrier ("LEC") or another CLEC. Sprint shall pay KMC a transit rate equal to the Sprint rate referenced above when Sprint uses a KMC switch to terminate a local call to a

third party LEC or another CLEC.

- 4.15. Each Party will identify the Percent Local Usage (PLU) factor as defined herein on each interconnection order, for compensation purposes. Either Party may request a traffic study as documentation of the PLU at any time to verify the factor. Should the documentation indicate that the factor is inaccurate, the Parties agree that any changes will be retroactive to the period covered by the study, but no more than twelve (12) months. Should the documentation indicate it is warranted such change in the factor may be back to the effective date of the Agreement. For non-local traffic, the Parties agree to exchange traffic and compensate one another based on the rates and elements included in each party's access tariffs. The Parties will transmit calling party number (CPN) as required by FCC rules (47 C.F.R. 64.1601).

4.15.1. To the extent technically feasible, each Party will transmit calling party number (CPN) and appropriate signaling information for the terminating party to determine the jurisdiction of the call and the originating party. If the percentage of calls transmitted with CPN is greater than 90%, all calls exchanged without CPN will be billed as local or intrastate in proportion to the MOUs of calls exchanged with CPN. If the percentage of calls transmitted with CPN is less than 90%, all calls transmitted without CPN will be billed as intraLATA toll traffic.

4.15.2. Common Channel Signaling: Both Parties will provide LEC to LEC Common Channel Signaling ("CCS") to each other, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All CCS signaling parameters will be provided including automatic number identification ("ANI"), originating line information ("OLI") calling company category, charge number, etc.

## 5. UNBUNDLED NETWORK ELEMENTS

- 5.1. The charges that CLEC shall pay to Sprint for Unbundled Network Elements are set forth in Table One of this Part C.

### Sprint proposed language:

## 6. SECURITY DEPOSIT

- 6.1. Sprint reserves the right to secure the account with a suitable form of security deposit, unless satisfactory credit has already been established through twelve (12) consecutive months of current payments for carrier services to Sprint and all ILEC affiliates of Sprint. A payment is not considered current in any month if it is made more than 30 days after the bill date.
- 6.2. Such security deposit shall take the form of cash or cash equivalent, an

irrevocable letter of credit or other forms of security acceptable to Sprint.

- 6.3. If a security deposit is required on a new account, such security deposit shall be made prior to inauguration of service. If the deposit relates to an existing account, the security deposit will be made prior to acceptance by Sprint of additional orders for service.
- 6.4. Such security deposit shall be two (2) months' estimated billings as calculated by Sprint, or twice the most recent month's invoices from Sprint for existing accounts. All security deposits will be subject to a minimum deposit level of \$10,000.
- 6.5. The fact that a security deposit has been made in no way relieves CLEC from complying with Sprint's regulations as to advance payments and the prompt payment of bills on presentation, nor does it constitute a waiver or modification of the regular practices of Sprint providing for the discontinuance of service for non-payment of any sums due Sprint.
- 6.6. Sprint reserves the right to increase, and CLEC agrees to increase, the security deposit requirements when, in Sprint's reasonable judgment, changes in CLEC's financial status so warrant and/or gross monthly billing has increased beyond the level initially used to determine the security deposit.
- 6.7. Any security deposit shall be held by Sprint as a guarantee of payment of any charges for carrier services billed to CLEC, provided, however, Sprint may exercise its right to credit any cash deposit to CLEC's account, or to demand payment from the issuing bank or bonding company of any irrevocable bank letter of credit, upon the occurrence of any one of the following events:
  - 6.7.1. when CLEC undisputed balances due to Sprint that are more than thirty (30) days past due; or
  - 6.7.2. when CLEC files for protection under the bankruptcy laws; or
  - 6.7.3. when an involuntary petition in bankruptcy is filed against CLEC and is not dismissed within sixty (60) days; or
  - 6.7.4. when this Agreement expires or terminates.
- 6.8. Any security deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service. No interest will accrue or be paid on deposits. Cash or cash equivalent security deposits will be returned to CLEC when CLEC has made current payments for carrier services to Sprint and all Sprint ILEC affiliates for twelve (12) consecutive months.

KMC proposed language:

## 6. SECURITY DEPOSIT

**6.1. Each Party reserves the right to secure the account with a suitable form of security deposit, unless good credit history has already been established by the other Party. A Party providing services may request one (1) security deposit which shall be calculated as set forth below in §§7.2 through 7.10, inclusive:**

**6.1.1. For the purposes of this §7, where the Party requesting services has existing local service operations with the Party providing services prior to the Effective Date of this Agreement, the term “good credit history” shall mean that the Party requesting services has received no more than two (2) valid past due notices for undisputed amounts owed to the Party providing services in a state within the past twelve (12) consecutive month period.**

**6.1.2. For the purposes of this §7, if the Party requesting services has no local service operations with the Party providing services in any territory prior to the Effective Date of this Agreement or has less than twelve (12) consecutive months service, the Party providing services shall consider the Party requesting services payment history to date, credit rating, publicly available financial data, and/or any other material supplied by the Party requesting services in determining whether “good credit history” has been established.**

**6.1.3. For purposes of this §7, a past due notice or delinquency notice shall be considered “valid” if: (i) the Party providing services has in fact not received the amounts for which the notice is issued; (ii) the Party providing services has properly issued that notice in accordance with the notification procedures of this Agreement; and (iii) the amounts for which the notice is issued have not been disputed by the Party receiving services.**

**6.2. Such security deposit shall take the form of cash or cash equivalent, a revocable letter of credit, surety bond or other forms of security acceptable to the Party receiving services.**

**6.3. If KMC has not established good credit history with the Party providing services and all affiliates of the Party providing services where the Party requesting services is doing or has done business as a local service provider, the Party requesting services shall remit an initial deposit to the Party providing services prior to inauguration of service. If the deposit relates to an existing account, the security deposit will be made prior to acceptance by the Party providing services of additional orders for service.**

**6.4. Such security deposit shall be the lesser of (i) one (1) months' estimated billings as forecasted by KMC, or (ii) one (1) month's average bill,**

**determined based on the monthly average of the previous twelve (12) months of undisputed charges billed from Sprint for existing accounts.**

**6.5. The security deposit will be subject to a minimum deposit level of \$ .**

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Table One

DESCRIPTION	MRC	NRC
<b>RESALE DISCOUNTS</b>		
Other than Operator / DA	12 70%	
Op Assist / DA	12 70%	
<b>USAGE/FEE/CHARGES</b>		
Message Provisioning, per message	\$0 00307	
Data Transmission, per message	\$0 00000	
Media Charge - per CD / per request (Price reflects shipping via regular U S Mail)		\$18 00
<b>OTHER CHARGES</b>		
Temporary Suspension of Service for UNE-P / Resale - <b>SUSPEND</b>		\$17 50
Temporary Suspension of Service for UNE-P / Resale - <b>RESTORE</b>		\$0 00
PIC Change Charge, per change		\$5 00
Operator Assistance / Directory Assistance Branding		ICB
<b>UNE LOOP TAG &amp; LABEL / RESALE TAG &amp; LABEL</b>		
Tag and Label on a new install loop or resale		\$4 52
Tag and Label on a reinstall loop or an existing loop or resale		\$9 05
Tag and Label on an add'l loop or resale on the same order at the same location		\$3 62
<b>TRIP CHARGE</b>	<b>MRC</b>	<b>NRC</b>
Trp Charge		\$18 09
<b>RATE ELEMENT</b>	<b>MRC</b>	<b>NRC</b>
<b>SERVICE ORDER / INSTALLATION / REPAIR</b>		
Manual Service Order		\$31 16
Manual Service Order - Listing Only		\$16 42
Manual Service Order - Change Only		\$15 26
Electronic Service Order		\$4 24
Electronic Service Order - Listing Only		\$0 46
Electronic Service Order - Change Only		\$1 84
2-Wire Loop Cooperative Testing		\$38 90
4-Wire Loop Cooperative Testing		\$47 95
Trouble Isolation Charge		\$42 52
Change Telephone Number, per change		\$16 25
LNP Coordinated Conversion - Lines 1-10		\$51 21
LNP Coordinated Conversion - each additional line		\$4 59
LNP Conversion - 10-Digit Trigger		\$0 00
<b>Special Access to UNE Conversion (including EEL)</b>		
Access to UNE Conversion - DS1, per line		\$99 88
Access to UNE Conversion - DS3, per line		ICB



UNBUNDLED NETWORK ELEMENTS (UNE)		
NID	MRC	NRC
2-Wire	\$1 35	\$8 14
4-Wire	\$2 70	\$16.29
Other NID Sizes	ICB	ICB
PRE-ORDER LOOP QUALIFICATION		
Loop Make-Up Information		\$40 68
LOOPS (RATES INCLUDE NID CHARGE)		
2-Wire Analog		
Band 1	\$26 31	
Band 2	\$45 96	
Band 3	\$71 71	
First Line		\$104 28
Second Line and Each Additional Line (same time)		\$54 19
Re-install (Cut Thru and Dedicated/Vacant)		\$61 33
Disconnect		\$21 86
4-Wire Analog		
Band 1	\$50 41	
Band 2	\$89 28	
Band 3	\$140 38	
First Line		\$138 37
Second Line and Each Additional Line (same time)		\$88 28
Re-install (Cut Thru and Dedicated/Vacant)		\$78 96
Disconnect		\$25 80
2-Wire xDSL - Capable Loop		
Band 1	\$26 31	
Band 2	\$45 96	
Band 3	\$71 71	
First Line		\$99 25
Second Line and Each Additional Line (same time)		\$49 15
Re-install (Cut Thru and Dedicated/Vacant)		\$58 72
Disconnect		\$21 86
4-Wire xDSL - Capable Loop		
Band 1	\$50 41	
Band 2	\$89.28	
Band 3	\$140 38	
First Line		\$131 45
Second Line and Each Additional Line (same time)		\$81 36
Re-install (Cut Thru and Dedicated/Vacant)		\$75 38
Disconnect		\$25 80
2-Wire Digital Loop		
Band 1	\$26 31	
Band 2	\$45 96	
Band 3	\$71 71	
First Line		\$169 52
Second Line and Each Additional Line (same time)		\$115 80
Disconnect		\$21 86
2-Wire ISDN-BRI Digital Loop		

Band 1	\$40 42	
Band 2	\$66 24	
Band 3	\$100 98	
First Line		\$169 52
Second Line and Each Additional Line (same time)		\$115 80
Disconnect		\$21 86
<b>4-Wire Digital Loop (no electronics)</b>		
Band 1	\$50 41	
Band 2	\$89 28	
Band 3	\$140 38	
First Line		\$243 74
Second Line and Each Additional Line (same time)		\$190 02
Disconnect		\$25 80
<b>Digital 56k/64k Loop</b>		
Band 1	\$46 75	
Band 2	\$68 44	
Band 3	\$96 56	
First Line		\$169 52
Second Line and Each Additional Line (same time)		\$115 80
Disconnect		\$21 86
<b>DS1 Service and PRI</b>		
Band 1	\$173 46	
Band 2	\$197 17	
Band 3	\$275 07	
First Line		\$272 05
Second Line and Each Additional Line (same time)		\$218.33
Disconnect		\$25 80
UNE DS3 - Add DS3 to existing fiber system	ICB	\$101 34
Disconnect DS3		\$27 62
<b>LINE SHARING</b>		
<b>Additional charges associated with Line Sharing, including collocation cabling and splitter shelf rates, are found on the CLEC's Collocation Price Sheet.</b>		
Line Sharing (Year 1 - 10/02/03 through 10/01/04) 25% of Band 1 rate	\$6 58	
Line Sharing (Year 2 - 10/02/04 through 10/01/05) 50% of Band 1 rate	\$13.16	
Line Sharing (Year 3 - 10/02/05 through 10/01/06) 75% of Band 1 rate	\$19.73	
Line Sharing Thereafter - 100% of Band 1 rate for 2-wire xDSL loop	\$26 31	
Line Sharing - 3 Jumper Configuration		\$35 63
Line Sharing - 4 Jumper Configuration		\$45 10
Convert UNE Digital Loop to Line Share Not Coordinated		\$22.57
Convert UNE Loop to Line Share Coordinated during normal hours		\$34 04
Convert UNE Digital Loop to Line Share-Coordinated after normal hours		\$43 13
CO Interconnection Cost, First Jumper		\$18 27
CO Interconnection Cost, Additional Jumper		\$9 47
CO Interconnection Cost, Remove Jumper		\$7 89
<b>LOOP CONDITIONING</b>		

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<b>Load Coil Removal</b> for all Digital UNE, Line Sharing and xDSL-Capable loops that are less than 18,000 feet in length - per line conditioned (No Engineering or Trip charges - price reflects 25 pair economies)		\$2 00
Conditioning Engineering Charge - per loop		\$45 84
Conditioning Trip Charge - per loop		\$19 49
<b>The following charges apply to all loops of any length that require Bridged Tap or Repeater removal.</b>		
<b>Load Coil Removal: Loops 18kft or longer</b>		
Unload cable pair, per Underground location		\$505 77
Unload Addtl cable pair, UG same time, same location and cable		\$1 94
Unload cable pair, per Aerial or Buried Location		\$31 44
Unload Addtl cable pair, AE or BU, same time, location and cable		\$1 90
<b>Bridge Tap or Repeater Removal - Any Loop Length</b>		
Remove Bridged Tap or Repeater, per Underground Location		\$504 22
Remove each Addtl Bridged Tap or Repeater, UG same time, location and cable		\$0 40
Remove Bridged Tap or Repeater, per Aerial or Buried Location		\$29 89
Remove each Addtl Bridged Tap or Repeater, AE or BU same time, location and cable		\$0 35
<b>SUB-LOOPS (RATES INCLUDE NID CHARGE)</b>	<b>MRCL</b>	<b>NRC</b>
Sub-Loops Interconnection (Stub Cable)		ICB
<b>2 Wire Voice Grade and Digital Data Distribution</b>		
Band 1	\$13 66	
Band 2	\$22 31	
Band 3	\$33 14	
First Line		\$121 59
Second Line and Each Additional Line (same time)		\$39 69
Disconnect		\$50 54
<b>4 Wire Voice Grade and Digital Data Distribution</b>		
Band 1	\$26 48	
Band 2	\$43 18	
Band 3	\$64.11	
First Line		\$169 57
Second Line and Each Additional Line (same time)		\$63 21
Disconnect		\$61 40
<b>UNBUNDLED LOCAL SWITCHING</b>	<b>MRCL</b>	<b>NRC</b>
<b>Unbundled Switch Ports</b>		
POTS Analog (R1, B1)	\$2 48	
Key System - Analog	\$2 48	
CENTREX - Analog	\$2 48	
Pay Station - Analog	\$2 54	
ISDN-BRI	\$14 87	\$31 95
Local Port Surrogate Usage	\$4 31	N/A
Migrate existing Retail ISDN-BRI Port to UNE ISDN-BRI Port		\$15 97
PBX Trunk Connection Analog	\$6 28	\$154 34
PBX Trunk Connection (DS0)	\$6 28	\$259 71

<b>Local Port Switching &amp; Transport Minutes of Use (MOU) Rate Elements:</b>		
Unbundled Common Transport Rate, per MOU	\$0 000648	
Unbundled Tandem Switching Rate, per MOU	\$0 003079	
Unbundled Local Switching Rate, per MOU	\$0 002577	
<b>UNE/LOCAL SWITCH-BASED FEATURES</b>	<b>MRC</b>	<b>NRC</b>
Unbundled Network Element (UNE) Local Switch-based Features. These features are provided at a single rate and are in addition to the UNE Port rates		
<b>I. Residential, single line business &amp; paystation features.</b>		
Custom Calling Features (CCF) - per line	\$0 37	N/A
Custom Local Area Signaling Services (CLASS) - per line	\$6 28	N/A
<b>II. 2-wire Analog Centrex Features:</b>		
CENTREX Feature Package (required with Centrex Port)	\$10 73	\$34.66
Call Park/Call Pickup	\$0 11	ICB
Caller ID - Name & Number per loop	\$0 66	ICB
Direct Connect (Automatic Line)	\$0 02	\$19 71
Meet Me Conference	\$16 63	\$30 24
Repeat (Redial) Dial per loop	\$0 08	ICB
Return Call per loop	\$0 08	ICB
Speed Calling Individual - 2 Digits (30)	\$0 06	ICB
<b>III. ISDN-BRI Features</b>		
Additional Call Appearance Directory Number	N/A	ICB
Call Forwarding Busy	\$0 04	ICB
Call Forwarding No Answer	\$0 04	ICB
Call Forwarding Variable *	\$0 86	\$15 97
Six Way Conference, Drop, Hold & Transfer (per user profile)	\$2 25	\$15 97
<b>IV. Direct Inward Dial (DID) Features</b>		
DID Block of 20 Numbers	N/A	\$31 95
DID Block of 100 Numbers	N/A	\$31 95
<b>DEDICATED TRANSPORT</b>	<b>MRC</b>	<b>NRC</b>
DS0	See Dedicated Transport Table	\$112 63
DS0 Disconnect		\$29 20
DS1	See Dedicated Transport Table	\$101 58
DS1 Disconnect		\$18 15
DS3	See Dedicated Transport Table	\$112 63
DS3 Disconnect		\$29 20
<b>MULTIPLEXING</b>	<b>MRC</b>	<b>NRC</b>
Multiplexing - DS1-DS0 (per DS1)	\$175 85	\$85 26
Multiplexing - DS1-DS0 Disconnect ~		\$11 54
Multiplexing - DS3-DS1 (per DS3)	\$214 41	\$112 39
Multiplexing - DS3-DS1 Disconnect		\$38 67
Channel Bank Card (per DS0)	\$4.70	N/A

UNBUNDLED DARK FIBER	MRC	NRC
<b>Dark Fiber Application - per quote</b>		\$267 33
Note These elements are calculated and billed manually using one price per USOC and COS Detail is provided by the DFA form returned to the customer		
<b>Transport</b>		
Interoffice, per foot per fiber - Statewide Average	\$0 0040	
<b>Loop Components</b>		
Full Loop, per fiber - Statewide Average	\$307 80	
<b>Additional Charges Applicable to Transport &amp; Loop</b>		
Fiber Patch Cord, per fiber	\$0 74	
Fiber Patch Panel, per fiber	\$0 72	
Initial Patch Cord Installation/Disconnect, Field Location		\$23 67
Add'l Patch Cord Installation/Disconnect, Field Loc , Same Time/Location		\$7 89
Central Office Interconnection, 1-4 Patch Cords per CO - Install or Disconnect		\$185 47
Dark Fiber End-to-End Testing, Initial Strand		\$55 24
Dark Fiber End-to-End Testing, Subsequent Strand		\$15 78
Special Construction for Fiber Pigtail		ICB
UNBUNDLED NETWORK ELEMENT PLATFORM (UNE-P) COMBINATIONS	MRC	NRC
<b>I. UNE-P services are combinations of UNEs provided to CLECs. UNE-P services are designed to be the functional equivalent to Sprint's comparable retail local service offerings. Refer to UNE Local Switching Feature section of price sheet for available features. (Includes Loop, Port &amp; NID)</b>		
<b>II. The following UNE-P combinations are available:</b>		
<b>UNE-P 2-wire Analog B1, R1 Voice Grade (VG) combinations:</b>		
Band 1 VG Loop	\$27 73	
Band 2 VG Loop	\$47 53	
Band 3 VG Loop	\$73 40	
UNE-P 2-wire B1, R1 VG Loop - new first line		\$104 28
UNE-P 2-wire new B1/R1 VG Loop - Each addtl new line, same time/location		\$54 19
UNE-P 2-wire B1, R1 VG Loop - Convert Loop		\$51 85
UNE-P 2-wire B1, R1 VG Loop - Migration to or from Resale		\$21 12
UNE-P 2-wire B1, R1 VG Loop - Disconnect Service Charge		\$7 11
<b>UNE-P 2-wire Paystation Voice Grade (VG) combinations:</b>		
Band 1 VG Loop	\$27 79	
Band 2 VG Loop	\$47 59	
Band 3 VG Loop	\$73 46	
UNE-P 2-wire Paystation VG Loop - new first line		\$104 28
UNE-P 2-wire new Paystation VG Loop - Each addtl new line, same time/location		\$54 19
UNE-P 2-wire Paystation VG Loop - Convert Loop		\$51 85
UNE-P 2-wire Paystation VG Loop - Migration to or from Resale		\$21 12
UNE-P 2-wire Paystation VG Loop - Disconnect Service Charge		\$7 11
<b>UNE-P 2-wire Analog Key System VG combinations:</b>		
Band 1 VG Loop	\$27 73	
Band 2 VG Loop	\$47 53	
Band 3 VG Loop	\$73 40	
UNE-P 2-wire Key System VG Loop - new first line		\$104 28
UNE-P 2-wire Key System VG Loop - Each addtl new line, same time/location		\$54 19
UNE-P 2-wire Key System VG Loop - Convert Loop		\$51 85

UNE-P 2-wire Key System VG Loop - Migration to or from Resale		\$21.12
UNE-P 2-wire Key System VG Loop - Disconnect Service Charge		\$7 11
<b>UNE-P 2-wire Analog PBX VG combinations:</b>		
Band 1 VG Loop	\$31.53	
Band 2 VG Loop	\$51.33	
Band 3 VG Loop	\$77.20	
UNE-P 2-wire PBX VG Loop - new first line		\$104 28
UNE-P 2-wire PBX VG Loop - Each addtl new line, same time/location		\$54 19
UNE-P 2-wire PBX VG Loop - Convert Loop		\$51 85
UNE-P 2-wire PBX VG Loop - Migration to or from Resale		\$21 12
UNE-P 2-wire PBX VG Loop - Disconnect Service Charge		\$7 11
<b>UNE-P 2-wire Analog Centrex VG combinations:</b>		
Band 1 VG Loop	\$27 73	
Band 2 VG Loop	\$47 53	
Band 3 VG Loop	\$73 40	
UNE-P 2-wire Centrex VG Loop - new first line		\$104 28
UNE-P 2-wire Centrex VG Loop - Each addtl new line, same time/location		\$54 19
UNE-P 2-wire Centrex VG Loop - Convert Loop		\$51 85
UNE-P 2-wire Centrex VG Loop - Migration to or from Resale		\$21 12
UNE-P 2-wire Centrex VG Loop - Disconnect Service Charge		\$7 11
<b>UNE-P ISDN-BRI</b>		
Band 1	\$55.21	
Band 2	\$79 95	
Band 3	\$113 24	
UNE-P ISDN/BRI Loop New, First Line & Port Combination		\$201.47
UNE-P ISDN/BRI Loop New, Addtl or Second Line & Port Combination		\$147 75
UNE-P ISDN/BRI Loop, Migration to or from Resale		\$21 12
UNE-P ISDN-BRI Disconnect Service Charge		\$7 11
<b>EEL COMBINATIONS</b>		
<b>Enhanced Extended Link (EEL) is a combination of Loop, Transport and Multiplexing (when applicable). Refer to the specific UNE section (transport, loop, multiplexing) in this document to obtain pricing for each specific element</b>		
<b>See Rate Element/Service Order/Installation/Repair Center section of this price sheet for EEL Migration and Conversion Charges.</b>		
<b>RECIPROCAL COMPENSATION</b>		
End Office per MOU	\$0 002721	N/A
Tandem Switching per MOU	\$0 003079	N/A
Shared Transport per MOU	\$0 000648	N/A
<b>TRANSIT TRAFFIC</b>		
Tandem Switching per MOU	\$0 003079	N/A
Shared Transport per MOU	\$0 000648	N/A
<b>COMMON CHANNEL SIGNALING INTERCONNECTION SERVICE SS7</b>		
STP Port	\$230 29	\$281 04
STP Switching	\$0 84	N/A
STP Transport Link 56 0 Kbps SS7 Link	See Tariff	\$148 68
SS7 Originating Point Code (OPC)		\$31 95
SS7 GlobalTitle Address Translation (GTT)		\$15 97

<b>DATABASE (available via contract or tariff)</b>	<b>MRC</b>	<b>NRC</b>
Local Number Portability query (LNP) - Contracted	\$0 00030	
Toll Free Code query (TFC) - Simple - Contracted	\$0.00200	
Toll Free Code query (TFC) - Complex Additive - Contracted	\$0 00020	
Line Information Database query (LIDB) - <i>Per Interstate Tariff</i>	\$0 03660	
Line Information Database query transport (LIDB) - <i>Per Interstate Tariff</i>	\$0 01600	
Calling Name Database Access Service query (CNAM) - <i>Contracted, MTM</i>	\$0 01450	
Calling Name Database Access Service query (CNAM) - <i>Contracted, 3 year term</i>	\$0.00800	
Calling Name Database Access Service query (CNAM) - <i>Contracted, 3 + year term</i>	\$0 00550	
<b>OPERATOR SERVICES / DIRECTORY ASSISTANCE (for Resale only &amp; UNE-P)</b>	<b>MRC</b>	<b>NRC</b>
DA Database Listing & Update per listing or update	Refer to Tariff	
DA Data Base Query Service per query	Refer to Tariff	
Local Directory Services - white page listings	Refer to Tariff	
Toll and Local Assistance Service (Live)	ICB	
Directory Assistance Operator Service (Live)	ICB	
<b>Customized Routing</b>		
Switch Analysis		ICB
Host Switch Translations		ICB
Remote Switch Translations		ICB
<b>911 and E911 Database Access</b>	<b>MRC</b>	<b>NRC</b>
911 Trunk 2 Wire Analog / DSO Equivalent Port	See Dedicated Transport Table	\$146 89
<b>STREET INDEX GUIDE</b>	<b>MRC</b>	<b>NRC</b>
SIG Database Extract Report, per CD, per request (reflects shipping regular U.S. Mail)		\$18 00

**Loop Bands:**

<b>Exchange Name</b>	<b>CLLI</b>	<b>Band</b>
BLOUNTVL	BUVLTNXARS0	1
BRISTOL	BRSTTNXADS0	1
ELIZABHTN	ELTNTNXADS0	1
JOHNSON CY	JHCYTNXCDS0	1
JOHNSON CY	JHCYTNXADS0	1
KINGSPORT	KGPTTNXADS0	1
KINGSPORT	KGPTTNXCRS0	1
MIDWAY SUL	MDWYTNXARS0	1
BAILEYTON	BLTNTNXARS0	2
BLUFF CITY	BLCYTNXARS0	2
CHURCHHILL	CHHLTNXARS0	2
ERWIN	ERWNTNXARS0	2
GREENEVL	GRVLTNXADS0	2
JONESBORO	JNBOTNXARS0	2
STONEY CRK	STCKTNXARS0	2
SULIVNGDNS	SLGRTNXARS0	2
BRISTOL	BRSTTNXBRS0	3
BUTLER	BTLRTNXARS0	3
FALLBRANCH	FLBRTNXARS0	3
HAMPTON	HMPNTNXARS0	3
LIMESTONE	LMSTTNXADS0	3
MOSHEIM	MOSHTNXARS0	3
MOUNTAINCY	MTCYTNXARS0	3
ROAN MT	RNMTTNXARS0	3



Route (Exchange to Exchange)		Route (CLLI to CLLI)		Dedicated DS0 Rate	Dedicated DS1 Rate	Dedicated DS3 Rate
Originating	Terminating	Originating	Terminating			
Baileytown	Greenville	BLTNTNXARS0	GRVLTNXADS0	\$ 42 04	\$ 172 37	\$ 4,594 53
Baileytown	Limestone	BLTNTNXARS0	LMSTTNXADS0	\$ 51 99	\$ 332 39	\$ 8,843 46
Baileytown	Mosheim	BLTNTNXARS0	MOSHTNXARS0	\$ 47 82	\$ 265 43	\$ 6,082 21
Blountville	Bluff City	BUVLTNXARS0	BLCYTNXARS0	\$ 40 72	\$ 151 15	\$ 2,120 93
Blountville	Bristol, TN and Bristol, VA	BUVLTNXARS0	BRSTTNXADS0	\$ 35 05	\$ 60 03	\$ 562 42
Blountville	Church Hill, Mt Carmel	BUVLTNXARS0	CHHLTNXARS0	\$ 53 66	\$ 359 32	\$ 6,831 58
Blountville	Fall Branch	BUVLTNXARS0	FLBRTNXARS0	\$ 56 07	\$ 397 98	\$ 7,914 01
Blountville	Kingsport	BUVLTNXARS0	KGPTTNXADS0	\$ 48 93	\$ 283 14	\$ 5,816 38
Blountville	Midway (Sullivan County)	BUVLTNXARS0	MDWYTNXARS0	\$ 52 88	\$ 346 71	\$ 6,642 23
Blountville	Sullivan Gardens	BUVLTNXARS0	SLGRTNXARS0	\$ 56 07	\$ 397 98	\$ 7,914 01
Bluff City	Johnson City-Main	BLCYTNXARS0	JHCYTNXADS0	N/A	\$ 93 04	\$ 1,651 32
Bluff City-Piney Flats	Bristol, TN and Bristol, VA	BLCYTNXARS0	BRSTTNXADS0	\$ 29 49	\$ 91 12	\$ 1,558 51
Bluff City-Piney Flats	Church Hill	BLCYTNXARS0	CHHLTNXARS0	\$ 32 94	\$ 167 31	\$ 2,573 71
Bluff City-Piney Flats	Fall Branch	BLCYTNXARS0	FLBRTNXARS0	\$ 34 69	\$ 205 96	\$ 3,656 14
Bluff City-Piney Flats	Kingsport	BLCYTNXARS0	KGPTTNXADS0	\$ 29 49	\$ 91 12	\$ 1,558 51
Bluff City-Piney Flats	Midway (Sullivan County)	BLCYTNXARS0	MDWYTNXARS0	\$ 32 37	\$ 154 69	\$ 2,384 36
Bluff City-Piney Flats	Sullivan Gardens	BLCYTNXARS0	SLGRTNXARS0	\$ 34 69	\$ 205 96	\$ 3,656 14
Bristol, TN	Church Hill	BRSTTNXADS0	CHHLTNXARS0	\$ 38 92	\$ 299 29	\$ 6,269 16
Bristol, TN	Fall Branch	BRSTTNXADS0	FLBRTNXARS0	\$ 40 67	\$ 337 95	\$ 7,351 59
Bristol, TN	Johnson City Main	BRSTTNXADS0	JHCYTNXADS0	N/A	\$ 75 79	N/A
Bristol, TN	Kingsport	BRSTTNXADS0	KGPTTNXADS0	\$ 35 47	\$ 223 10	\$ 5,253 96
Bristol, TN	Midway (Sullivan County)	BRSTTNXADS0	MDWYTNXARS0	\$ 32 37	\$ 154 69	\$ 2,384 36
Bristol, TN	Sullivan Gardens	BRSTTNXADS0	SLGRTNXARS0	\$ 40 67	\$ 337 95	\$ 7,351 59
Butler	Elizabethton	BRSTTNXADS0	ELTNTNXADS0	\$ 46 97	\$ 251 67	\$ 5,696 38
Butler	Hampton	BRSTTNXADS0	HMPNTNXARS0	\$ 46 97	\$ 251 67	\$ 5,696 38
Butler	Mountain City	BRSTTNXADS0	MTCYTNXARS0	\$ 55 45	\$ 387 99	\$ 8,395 46
Butler	Roan Mountain	BRSTTNXADS0	RNMTTNXARS0	\$ 63 81	\$ 522 45	\$ 13,046 62
Butler	Stoney Creek	BRSTTNXADS0	STCKTNXARS0	\$ 57 02	\$ 413 23	\$ 9,988 23
Church Hill-Mt Carmel	Fall Branch	CHHLTNXARS0	FLBRTNXARS0	\$ 43 20	\$ 191 03	\$ 3,112 83
Church Hill-Mt Carmel	Kingsport	CHHLTNXARS0	KGPTTNXADS0	\$ 36 06	\$ 76 19	\$ 1,015 20
Church Hill-Mt Carmel	Midway (Sullivan County)	CHHLTNXARS0	MDWYTNXARS0	\$ 40 01	\$ 139 76	\$ 1,841 05
Church Hill-Mt Carmel	Sullivan Gardens	CHHLTNXARS0	SLGRTNXARS0	\$ 43 20	\$ 191 03	\$ 3,112 83

Elizabethton	Hampton	ELTNTNXADS0	HMPNTNXARS0	\$	34.87	\$	57.17	\$	482.19
Elizabethton	Roan Mountain	ELTNTNXADS0	RNMTTNXARS0	\$	51.71	\$	327.95	\$	7,832.43
Elizabethton	Stoney Creek	ELTNTNXADS0	STCKTNXARS0	\$	41.37	\$	161.56	\$	4,291.85
Erwin	Bristol TN	ERWNTNXARS0	BRSTTNXADS0		N/A	\$	91.12		N/A
Erwin	Johnson City Main	ERWNTNXARS0	JHCYTNXADS0		N/A	\$	166.91		N/A
Erwin	Kingsport	ERWNTNXARS0	KGPTTNXADS0		N/A	\$	91.12		N/A
Fall Branch	Johnson City	FLBRTNXARS0	JHCYTNXADS0	\$	42.41	\$	178.41	\$	2,923.48
Fall Branch	Jonesborough	FLBRTNXARS0	JNBOTNXARS0	\$	51.34	\$	321.97	\$	5,825.00
Fall Branch	Kingsport	FLBRTNXARS0	KGPTTNXADS0	\$	38.46	\$	114.84	\$	2,097.63
Fall Branch	Limestone	FLBRTNXARS0	LMSTTNXADS0	\$	51.34	\$	321.97	\$	5,825.00
Fall Branch	Midway (Sullivan County)	FLBRTNXARS0	MDWYTNXARS0	\$	42.41	\$	178.41	\$	2,923.48
Fall Branch	Midway (Washington County)	FLBRTNXARS0	MDWYTNXARS0	\$	57.05	\$	413.73	\$	8,481.02
Fall Branch	Sullivan Gardens	FLBRTNXARS0	SLGRTNXARS0	\$	38.46	\$	114.84	\$	2,097.63
Greeneville	Limestone	GRVLTNXADS0	LMSTTNXADS0	\$	41.27	\$	160.03	\$	4,248.94
Greeneville	Mosheim	GRVLTNXADS0	MOSHTNXARS0	\$	37.11	\$	93.07	\$	1,487.68
Hampton	Roan Mountain	HMPNTNXARS0	RNMTTNXARS0	\$	51.71	\$	327.95	\$	7,832.43
Hampton	Stoney Creek	HMPNTNXARS0	STCKTNXARS0	\$	44.92	\$	218.73	\$	4,774.04
Johnson City Main	Jonesborough-Sulphur Springs	JHCYTNXADS0	JNBOTNXARS0	\$	40.25	\$	143.56	\$	2,901.52
Johnson City Main	Kingsport	JHCYTNXADS0	KGPTTNXADS0		N/A	\$	63.57		N/A
Johnson City Main	Limestone	JHCYTNXADS0	LMSTTNXADS0	\$	40.25	\$	143.56	\$	2,901.52
Johnson City Main	Midway (Washington County)	JHCYTNXADS0	MDWYTNXARS0	\$	28.80	\$	75.79	\$	1,129.43
Johnson City North	Bristol	JHCYTNXC42T	BRSTTNXADS0	\$	35.47	\$	223.10	\$	5,253.96
Johnson City North	Elizabethton	JHCYTNXC42T	ELTNTNXADS0	\$	29.58	\$	93.04	\$	1,651.32
Johnson City North	Greeneville	JHCYTNXC42T	GRVLTNXADS0	\$	35.47	\$	223.10	\$	5,253.96
Johnson City North	Johnson City Main	JHCYTNXC42T	JHCYTNXADS0	\$	28.80	\$	75.79	\$	1,129.43
Johnson City North	Jonesborough-Sulphur Springs	JHCYTNXC42T	JNBOTNXARS0	\$	35.30	\$	219.35	\$	4,030.95
Johnson City North	Kingsport	JHCYTNXC42T	KGPTTNXADS0	\$	35.47	\$	223.10	\$	5,253.96
Johnson City North	Limestone	JHCYTNXC42T	LMSTTNXADS0	\$	35.30	\$	219.35	\$	4,030.95
Johnson City North	Midway (Washington County)	JHCYTNXC42T	MDWYTNXARS0	\$	28.80	\$	75.79	\$	1,129.43
Jonesborough-Sulphur Springs	Limestone	JNBOTNXARS0	LMSTTNXADS0	\$	40.25	\$	143.56	\$	2,901.52
Jonesborough-Sulphur Springs	Midway (Washington County)	JNBOTNXARS0	MDWYTNXARS0	\$	44.96	\$	219.35	\$	4,030.95
Kingsport	Midway (Sullivan County)	KGPTTNXADS0	MDWYTNXARS0	\$	28.25	\$	63.57	\$	825.85
Kingsport	Sullivan Gardens	KGPTTNXADS0	SLGRTNXARS0	\$	38.46	\$	114.84	\$	2,097.63
Limestone	Midway (Washington County)	LMSTTNXADS0	MDWYTNXARS2	\$	44.96	\$	219.35	\$	4,030.95
Limestone	Mosheim	LMSTTNXADS0	MOSHTNXARS0	\$	47.06	\$	253.09	\$	5,736.62
Midway (Sullivan County)	Midway (Washington County)	MDWYTNXARS0	MDWYTNXARS0	\$	31.68	\$	139.36	\$	1,955.28

Midway (Sullivan County)	Morrison City, VA	MDWYTNXARS0	MDWYTNXARS0	\$	28 25	\$	63 57	\$	825 85
Midway (Sullivan County)	Sullivan Gardens	MDWYTNXARS0	SLGRITNXARS0	\$	33 45	\$	178 41	\$	2,923 48
Roan Mountain	Stoney Creek	RNM/TTNXARS0	STCKITNXARS0	\$	61 76	\$	489 51	\$	12,124 27

## PART D - LOCAL RESALE

### 1. TELECOMMUNICATIONS SERVICES PROVIDED FOR RESALE

- 1.1. At the request of KMC, and pursuant to the requirements of the Act, and FCC and Commission Rules and Regulations, Sprint shall make available to KMC for resale Telecommunications Services that Sprint currently provides or may provide hereafter at retail to subscribers who are not telecommunications carriers. Such resale may be as allowed by the FCC and Commission. The Telecommunications Services provided by Sprint to KMC pursuant to this Part D are collectively referred to as "Local Resale."
- 1.2. Features and Functions Subject to Resale. Sprint shall make all of its Telecommunications Services available for resale to KMC on terms and conditions that are reasonable and nondiscriminatory and as allowed by the FCC and Commission. The Telecommunications Services provided pursuant to this Part D are collectively referred to as "Local Resale."
- 1.3. To the extent that this Part describes services which Sprint shall make available to KMC for resale pursuant to this Agreement, this list of services is neither all inclusive nor exclusive. All Telecommunications Services of Sprint, which are to be offered for resale, are subject to the terms herein and the applicable tariff.
- 1.4. Sprint will provide KMC with at least the capability to provide a KMC subscriber at Parity.
- 1.5. The specific business process requirements and systems interface requirements are set forth in Part I.

### 2. GENERAL TERMS AND CONDITIONS

- 2.1. Pricing. The prices charged to KMC for Local Resale are set forth in Part C of this Agreement.
- 2.2. No Restrictions on Resale. KMC may resell to any and all classes of end users Telecommunications Services obtained from Sprint under this Agreement, except for Lifeline Assistance and Link-Up or similar services which KMC may only resell to those subscribers who are eligible for such services. Sprint will not prohibit, nor impose unreasonable or discriminatory conditions or limitations on the resale of its Telecommunications Service except as such resale may be prohibited or restricted pursuant to FCC Rules and Regulations and State Rules and Regulations.
- 2.3. Requirements for Specific Services
  - 2.3.1. CENTREX Requirements

- 2.3.1.1. At KMC's option, KMC may purchase the entire set of CENTREX features or a subset of any such features. The CENTREX Service provided for resale will meet the requirements of this subsection 2.3.1.1.
- 2.3.1.2. All features and functions of CENTREX Service, including CENTREX Management System ("CMS"), whether offered under tariff or otherwise, shall be available to KMC for resale.
- 2.3.1.3. Sprint shall make information required for an "as is" transfer of CENTREX subscriber service, features, functionalities and CMS capabilities available to KMC.
- 2.3.1.4. All service levels and features of CENTREX Service provided by Sprint for resale by KMC shall be at Parity with the service levels and features of CENTREX Service Sprint provides its subscribers.
- 2.3.1.5. Consistent with Sprint's tariffs, KMC may aggregate the CENTREX local exchange, and IntraLATA traffic usage of KMC subscribers to qualify for volume discounts on the basis of such aggregated usage.
- 2.3.1.6. Upon request, Sprint will, to the extent technically feasible, suppress the need for subscribers to dial "9" when placing calls outside the CENTREX System.
- 2.3.1.7. KMC may resell call forwarding in conjunction with CENTREX Service.
- 2.3.1.8. KMC may purchase any CENTREX Service for resale subject to the requirements of Sprint's tariff.
- 2.3.1.9. Sprint shall make available to KMC for resale intercom calling within the same CENTREX system. To the extent that Sprint offers its own subscribers intercom calling between different CENTREX systems, Sprint shall make such capability available to KMC for resale.
- 2.3.1.10. KMC may resell Automatic Route Selection ("ARS"). KMC may aggregate multiple KMC subscribers on dedicated access facilities where such aggregation is allowed by law, rule or regulation.
- 2.3.2. Voluntary Federal and State Subscriber Financial Assistance Programs
  - 2.3.2.1. Subsidized local Telecommunications Services are provided to low-income subscribers pursuant to

requirements established by the appropriate state regulatory body, and include programs such as Voluntary Federal Subscriber Financial Assistance Program and Link-Up America. Voluntary Federal and State Subscriber Financial Assistance Programs are not Telecommunications Services that are available for resale under this Agreement.

However, when a Sprint subscriber who is eligible for such a federal program or other similar state program chooses to obtain Local Resale from KMC and KMC serves such subscriber via Local Resale, Sprint shall identify such subscriber's eligibility to participate in such programs to KMC in accordance with the procedures set forth herein. When available, such interface shall be in electronic format.

2.3.3. Lifeline/Link-Up Service. KMC will forward to Sprint all information regarding a subscriber's program eligibility, status and certification when a KMC subscriber currently on any government telephone assistance program changes service to KMC as their local exchange carrier. KMC will cooperate with Sprint so that Sprint may attain any subsidy associated with a subscriber transfer to KMC.

2.3.4. Grandfathered Services. Sprint shall offer for resale to KMC all Grandfathered Services solely for the existing grandfathered base on a customer specific basis. Sprint shall make reasonable efforts to provide KMC with advance copy of any request for the termination of service and/or grandfathering to be filed by Sprint with the Commission.

2.3.5. N11 Service

2.3.5.1. These services shall be unbranded and routed to KMC, as required by KMC pursuant to Part A, Section 25.

2.3.6. Contract Service Arrangements, Special Arrangements, and Promotions. Sprint shall offer for resale all of its Telecommunications Services available at retail to subscribers who are not Telecommunications Carriers, including but not limited to Contract Service Arrangements (or Individual Case Basis "ICB"), Special Arrangements (or ICB), and Promotions in excess of 90 days, all in accordance with FCC and Commission Rules and Regulations.

2.3.6.1. KMC may convert an existing Sprint Contract Service Arrangement or Special Arrangement (collectively referred to as a "CSA"), unless expressly prohibited by the contract arrangement; provided however, that KMC assumes the balance of the terms and conditions of the CSA. In the case

of such conversion, neither the End User nor KMC will incur a termination liability, if applicable, at the time of such conversion.

2.3.7. Intentionally left blank.

2.3.8. Discount Plans. Sprint shall offer for resale all Discount Plans for Telecommunications Services in accordance with Applicable Law.

2.3.9. COCOT lines or Pay Telephone Access Lines will be sold at wholesale prices to CLEC for the purposes of resale to third parties providing pay telephone service to the public. Provision of pay telephone service by CLEC directly to the public or resale to entities or organizations affiliated with or having the same or substantially similar identity as CLEC, using COCOT lines or Pay Telephone Access Lines purchased at wholesale, is not allowable resale under the Agreement and is a material breach of the terms of this Agreement.

2.3.10. Voice Mail Service

2.3.10.1. KMC shall have the right to resell Sprint voice mail services obtained from Sprint at the retail rate. Such services are not telecommunication services and are not subject to the wholesale discount.

2.3.10.2. Where available, Sprint shall make available for resale, at the retail rate, SMDI-E (Station Message Desk Interface-Enhanced), or SMDI, Station Message Desk Interface where SMDI-E is not available, feature capability allowing for Voice Mail Services. Sprint shall make available the MWI (Message Waiting Indicator) interrupted dial tone and message waiting light feature capabilities where technically available. Sprint shall make available CF-B/DA (Call Forward on Busy/Don't Answer), CF/B (Call Forward on Busy), and CF/DA (Call Forward Don't Answer) feature capabilities allowing for Voice Mail services. Hospitality Service

2.3.10.2. Sprint shall provide all blocking, screening, and all other applicable functions available for hospitality lines under tariff.

2.3.11. LIDB Administration

2.3.11.1. Sprint shall maintain customer information for KMC customers who subscribe to resold Sprint local service dial tone lines, in Sprint's LIDB in the same manner that it maintains information in LIDB for its own similarly situated end-user subscribers. Sprint shall update and

maintain the KMC information in LIDB on the same schedule that it uses for its own similarly situated end-user subscribers.

2.3.11.2. Until such time as Sprint's LIDB has the software capability to recognize a resold number as KMC's, Sprint shall store the resold number in its LIDB at no charge and shall retain revenue for LIDB look-ups to the resold number. At such time as Sprint's LIDB has the software capability to recognize that the resold number is KMC's then, if KMC desires to store resold numbers on Sprint's LIDB, the Parties shall negotiate a separate LIDB database storage and look-up agreement.

2.4. Special Needs Services. KMC may resell "special needs services" to the extent required by Applicable Law.

### **3. SERVICE FUNCTIONS**

- 3.1. Sprint shall provide KMC with the information KMC will need to certify subscribers as exempt from charges (including taxes), or eligible for reduced charges associated with providing services, including but not limited to handicapped individuals, and certain governmental bodies and public institutions and shall not bill KMC for such services.
- 3.2. Whenever possible Sprint shall provide KMC with appropriate notification of all local service boundary changes with line level detail one hundred twenty (120) days before service transfer, and will also notify KMC within one hundred twenty (120) days before such change of any LATA boundary changes.
- 3.3. Sprint will work cooperatively with KMC in practices and procedures regarding the handling of law enforcement and service annoyance calls.
- 3.4. Sprint shall allow KMC customers to retain their current telephone number when technically feasible within the same Sprint Wire Center and shall install KMC customers at Parity unless KMC customers currently subscribe to Vacation Service only or are currently in the process of having their service suspended for non-pay. In such cases, Sprint will treat the KMC customer as a new installation at the request of KMC.



**PART E - NETWORK ELEMENTS****1. DEFINITIONS [TO BE MOVED TO PART A IN FINAL VERSION]**

- 1.1. "Commingle" means the act of Commingling.
- 1.2. "Commingling" means the connecting, attaching, or otherwise linking of an unbundled network element, or a combination of unbundled network elements, to one or more facilities or services that KMC has obtained at wholesale from Sprint or the combining of an unbundled network element, or a combination of unbundled network elements with one or more such facilities or services.
- 1.3. "Copper Loop" is a stand-alone local loop comprised entirely of copper wire or cable. Copper Loops include two-wire and four-wire analog voice-grade copper Loops, digital copper Loops (e.g., DS0s and integrated services digital network lines), as well as two-wire and four-wire copper Loops conditioned to transmit the digital signals needed to provide digital subscriber line services, regardless of whether the copper Loops are in service or held as spares. The copper Loop includes attached electronics using time division multiplexing technology, but does not include Packet Switching capabilities.
- 1.4. "Dark Fiber Loop" is fiber within an existing fiber optic cable that has not yet been activated through optronics to render it capable of carrying communications services.
- 1.5. "Demarcation Point" is that point on the loop where Sprint's control of the facility ceases, and the End User Customer's control of the facility begins.
- 1.6. "DS1 Loop" is a digital local Loop having a total digital signal speed of 1.544 megabytes per second. DS1 Loops include, but are not limited to, two-wire and four-wire copper Loops capable of providing high-bit rate digital subscriber line services, including T1 services.
- 1.7. "DS3 Loop" is a digital local Loop having a total digital signal speed of 44.736 megabytes per second.
- 1.8. "Fiber-to-the-home Loop" ("FTTH Loop") means a local loop consisting entirely of fiber optic cable, whether dark or lit, and serving an end-user's customer premises.
- 1.9. "High Frequency Portion of the local Loop" ("HFPL") is defined as the frequency range above the voice band on a copper Loop facility that is being used to carry analog circuit-switched voice band transmissions provided by Sprint to the end-user customer.
- 1.10. "Hybrid Loop" means a local Loop comprised of both fiber optic cable, usually in the feeder plant, and copper wire or cable usually in the

distribution plant.

- 1.11. “Non-qualifying Service” means a service that is not a Qualifying Service.
- 1.12. “Packet Switching Capabilities” is the routing or forwarding of packets, frames, cells, or other data units based on address or other routing information contained in the packets, frames, cells or other data units, and the functions that are performed by the digital subscriber line access multiplexers, including but not limited to the ability to terminate an end-user customer’s copper loop (which includes both a low-band voice channel and a high-band data channel, or solely a data channel); the ability to forward the voice channels, if present, to a circuit switch or multiple circuit switches; the ability to extract data units from the data channels on the loops; and the ability to combine data units from multiple loops onto one or more trunks connecting to a packet switch or packet switches.
- 1.13. “Qualifying Service” means a telecommunications service that competes with a telecommunication service that has traditionally been the exclusive or primary domain of incumbent LECs, including but not limited to, local exchange service, such as plain old telephone service, and access services, such as digital subscriber line services and high-capacity circuits.

[The definitions in Part A will be modified in the final version as follows]

- 1.14. “Common Transport” provides a local interoffice transmission path between End Office Switches, between End Office Switches and Tandem Switches and between Tandem Switches in Sprint’s network. Common Transport is shared between multiple customers and is required to be switched at the Tandem Switch.
- 1.15. “Dedicated Transport” provides a local interoffice transmission path between Sprint Wire Centers or switches. Dedicated Transport is limited to the use of a single customer and does not require switching at a Tandem Switch.
- 1.16. “Enhanced Extended Link” (“EEL”) for purposes of this Agreement refers to the combination of unbundled network elements, specifically NID, Loop, multiplexing (MUX) if necessary and Dedicated Transport, in the Sprint Network.
- 1.17. “Local Loop” refers to a transmission facility between the main distribution frame [cross-connect], or its equivalent, in a Sprint Central Office or wire center, and up to the loop demarcation point (e.g. Network Interface Device) at a customer’s premises. This includes all functions, and capabilities of such transmission facility, including the Network Interface Device (“NID”), electronics, optronics and intermediate devices (including repeaters and load coils) used to establish the transmission path to the customer premises as well as any inside wire owned or controlled

by Sprint that is part of the transmission path. Local loops include copper loops, hybrid loops, FTTH loops, DS1 loops, DS3 loops and Dark Fiber Loops.

- 1.18. "Line Splitting" Line Splitting is the process in which one competitive LEC provides narrowband service over the low frequency portion of a copper loop and second competitive LEC provides digital subscriber line service over the high frequency portion of that same loop.
- 1.19. "Point of Technically Feasible Access" is, for purposes of accessing copper subloops, any point in the incumbent LEC's outside plant where a technician can access the copper wire within a cable without removing a splice case. Such points include, but are not limited to, a pole or pedestal, the serving area interface, the network interface device, the minimum point of entry, any remote terminal, the feeder/distribution interface, or other point of demarcation. An incumbent LEC shall, upon a site-specific request, provide access to a copper subloop at a splice near a remote terminal. The incumbent LEC shall be compensated for providing this access in accordance with §§ 51.501 through 51.515.
- 1.20. "Network Interface Device" or "NID" is defined as any means of interconnection of customer premises wiring to the incumbent LEC's distribution plant, such as a cross-connect device used for that purpose. An incumbent LEC shall permit a requesting telecommunications carrier to connect its own loop facilities to on-premises wiring through the incumbent LEC's network interface device, or at any other technically feasible point.
- 1.21. "Local Circuit Switching" is defined as follows: (i) Local circuit switching encompasses all line-side and trunk-side facilities, plus the features, functions, and capabilities of the switch. The features, functions, and capabilities of the switch shall include the basic switching function of connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks. (ii) Local circuit switching includes all vertical features that the switch is capable of providing, including custom calling, custom local area signaling services features, and Centrex, as well as any technically feasible customized routing functions.

## **2. GENERAL**

- 2.1. Pursuant to the following terms, Sprint will unbundle and separately price and offer Unbundled Network Elements ("UNEs"). KMC shall pay Sprint for the UNEs provisioned and shall pay the recurring and non-recurring charges listed in Table One. Sprint will continue to offer the UNEs enumerated below subject to further determinations as to which UNEs ILECs are required to offer under the Act, at which time the Parties agree to modify this section pursuant to the obligations set forth in Part B, Section 4 of this Agreement.

### **3. USE OF UNBUNDLED NETWORK ELEMENTS**

- 3.1. Sprint shall offer UNEs to CLEC for the purpose of offering a Qualifying Service to CLEC subscribers. CLEC may not access UNEs for the sole purpose of providing Non-qualifying Services. Sprint shall offer UNEs to CLEC on an unbundled basis on rates, terms and conditions that are just, reasonable, and non-discriminatory in accordance with Applicable Law and the terms and conditions of this Agreement.
  - 3.1.1. Sprint shall not impose limitations, except as otherwise provided for under this Agreement, restrictions, or requirements on requests for, or the use of, unbundled network elements for the service a requesting telecommunications carrier seeks to offer. Sprint shall not deny access to an unbundled network element or a combination of unbundled network elements on the grounds that one or more of the elements: (1) is connected to, attached to, linked to, or combined with, a facility or service obtained from Sprint; or (2) shares part of Sprint's network with access services or inputs for non-qualifying services.
- 3.2. KMC may use one or more UNEs or combination of UNEs to provide any feature, function, capability, or service option that such UNE(s) is (are) technically capable of providing, except as otherwise limited herein.
- 3.3. Each UNE provided by Sprint to KMC shall be at Parity with the quality of design, performance, features, functions, capabilities and other characteristics, that Sprint provides to itself, Sprint's own subscribers, to a Sprint Affiliate or to any other Telecommunications Carrier requesting access to that UNE.
- 3.4. The quality of an unbundled network element, as well as the quality of the access to such unbundled network element, that an incumbent LEC provides to a requesting telecommunications carrier shall be at least equal in quality to that which Sprint provides to itself.
  - 3.4.1. If Sprint fails to meet this requirement, Sprint must prove to the state commission that it is not technically feasible to provide the requested unbundled network element, or to provide access to the requested unbundled network element, at a level of quality that is equal to that which Sprint provides to itself.
- 3.5. Sprint shall permit KMC to connect KMC's facilities or facilities provided to KMC by third parties in accordance with Applicable Law.

### **4. BONA FIDE REQUEST PROCESS**

- 4.1. Sprint shall promptly consider and analyze access to UNEs, combinations of UNEs, or services not specifically covered in this Agreement with the submission of a Bona Fide Request ("BFR") hereunder.
- 4.2. Sprint shall promptly consider and analyze access to UNEs or combinations of UNEs not specifically covered in this Agreement with the submission of a Bona Fide Request ("BFR") hereunder.
- 4.3. A BFR shall be submitted in writing on the Sprint Standard BFR Form and shall include a clear technical description of each request. KMC may cancel a BFR at any time.
- 4.4. If KMC cancels the BFR, KMC shall pay Sprint's reasonable and demonstrable costs of processing and/or implementing the UNE Bona Fide Request up to the date of cancellation.
- 4.5. Within ten (10) calendar days of its receipt, Sprint shall acknowledge receipt of the BFR and in such acknowledgement advise KMC of the need for any further information needed, to the extent such information can be assessed at that time, to process the Bona Fide Request.
- 4.6. Except under extraordinary circumstances, within thirty (30) calendar days of its receipt of a BFR, the receiving Party shall provide to the requesting Party a preliminary analysis of such BFR. If applicable, the preliminary analysis shall confirm whether the receiving Party will offer access to the UNE, including whether it is technically or operationally feasible.
- 4.7. Upon receipt of the preliminary analysis, the requesting Party shall, within thirty (30) calendar days, notify the receiving Party, in writing, of its intent to proceed or not to proceed.
- 4.8. The receiving Party shall promptly proceed with the BFR upon receipt of written authorization from the requesting Party. When it receives such authorization, the receiving Party shall promptly develop the requested services, determine their availability, calculate the applicable prices, BFR development and processing costs, terms and conditions by which the Request shall be made available, and establish ordering and installation intervals.
- 4.9. Unless KMC agrees otherwise, the access to UNEs, combinations of UNEs, or services requested must be priced in accordance with the pricing principals of the Act, FCC and/or the State Commission.
- 4.10. As soon as feasible, but not more than sixty (60) calendar days after its receipt of authorization to proceed with developing the BFR, the receiving Party shall provide to the requesting Party a BFR Quote which will include, at a minimum, a description of each service or UNE, the availability, the applicable rates and the installation intervals.
- 4.11. Within thirty (30) calendar days of its receipt of the BFR Quote, the

requesting Party must either confirm, in writing, its order for the BFR pursuant to the BFR Quote or if a disagreement arises, seek resolution of the dispute under the Dispute Resolution procedures in Part B of this Agreement.

## **5. INDIVIDUAL CASE BASIS PRICING**

- 5.1. Individual Case Basis (ICB) pricing will be provided by Sprint upon request from the KMC for customer specific rates or terms for network services and features for UNEs that are not otherwise provided for in this Agreement.
- 5.2. Sprint will process ICB Pricing requests upon receipt from the KMC. Sprint will provide KMC a price quote within thirty (30) business days from the receipt of the request. Price quote intervals may vary depending upon the complexity of the request but shall not exceed thirty (30) business days from the receipt of the request.

## **6. NETWORK INTERFACE DEVICE**

- 6.1. Apart from its obligation to provide the network interface device functionality as part of an unbundled loop or subloop, an incumbent LEC also shall provide nondiscriminatory access to the network interface device on as a standalone element on an unbundled basis, in accordance with section 251(c)(3) of the Act and this part. Sprint will offer unbundled access to the network interface device element (NID). The NID is defined as any means of interconnection of end-user customer premises wiring to an incumbent LECs distribution plant, such as a cross connect device used for that purpose. This includes all features, functions, and capabilities of the facilities used to connect the loop to end-user customer premises wiring, regardless of the specific mechanical design.
- 6.2. The function of the NID is to establish the network demarcation point between a LEC (ILEC/CLEC) and its subscriber. The NID provides a protective ground connection, protection against lightning and other high voltage surges and is capable of terminating cables such as twisted pair cable.
- 6.3. When ordered on a standalone basis, KMC may connect its NID to Sprint's NID; may connect an unbundled loop to its NID; or may connect its own Loop to Sprint's NID. Sprint will provide one NID termination of each loop. If additional NID terminations are required, KMC may request them pursuant to the process detailed in Section 43 herein. Such NID connections are included when KMC provisions a Local Loop from Sprint.
- 6.4. Sprint will provide KMC with information that will enable their technician to locate end user inside wiring at NIDs terminating multiple subscribers.

Sprint will dispatch a technician and tag the wiring at the KMC's request. In such cases the charges specified in Table One will apply.

- 6.5. Sprint will not provide specialized (Sprint non-standard) NIDS.
- 6.6. The Sprint NID shall provide a clean, accessible point of connection for the inside wiring and for the distribution media and/or cross connect to KMC's NID and shall maintain a connection to ground that meets applicable industry standards. Each Party shall ground its NID independently of the other Party's NID.
- 6.7. When requested, Sprint will provide NIDs separately from loops for a separate price as shown in Table One. A NID will be provided with each unbundled loop and is included in the loop pricing shown in Table One.

## **7. LOOP**

- 7.1. Sprint will provide KMC access to Local Loops as defined in Part A including Copper Loops, Hybrid Loops, FTTH Loops, DS1 Loops, DS3 Loops, and Dark Fiber Loops. The following section includes the terms and conditions for Copper Loops, Hybrid Loops, FTTH Loops, DS1 Loops and DS3 Loops. Terms and conditions for the provision of Dark Fiber Loops are set forth in Section 20 of this Agreement. Terms and conditions for making any network modifications resulting from KMC's request for Local Loops is contained in Section 18.

## **8. MAINTENANCE, REPAIR AND TESTING**

- 8.1. Sprint shall provide, on a nondiscriminatory basis, physical loop test access points to KMC at the splitter, through a cross-connection to KMC's collocation space, or through a standardized interface, such as an intermediate distribution frame or a test access server, for the purpose of testing, maintaining, and repairing copper loops and copper subloops.
- 8.2. If Sprint seeks to utilize an alternative physical access methodology may request approval to do so from the Commission, but must show that the proposed alternative method is reasonable and nondiscriminatory, and will not disadvantage KMC's ability to perform loop or service testing, maintenance, or repair.
- 8.3. At KMC's request, and if technically feasible, Sprint will test and report trouble on conditioned loops for all of the line's features, functions, and capabilities, and will not restrict its testing to voice-transmission only. Testing shall include Basic Testing and Cooperative Testing. Basic Testing shall include simple metallic measurements only, performed by accessing the loop through the voice switch.
  - 8.3.1. Sprint will perform completion test for voice loops at Parity. Tests may include, but is not limited to, noise level, power influence,

continuity, line balance circuit loss and ground resistance. Further tests may include, but is not limited to, loop current, dialtone and revert ring provided that KMC has given Sprint test numbers.

- 8.3.2. Sprint will perform completion tests for DS1 loops at Parity. Wideband tests may include, but is not limited to, slope, longitudinal balance, BERT, insertion loss and wideband noise.
- 8.3.3. Basic Testing does not include cooperative efforts that require Sprint's technician to work jointly with KMC's staff ("Cooperative Testing").
- 8.3.4. Cooperative testing will be provided by Sprint at KMC's expense. Sprint technicians will try to contact KMC's representative at the conclusion of installation. If the KMC does not respond within 3 minutes, Sprint may, in its sole discretion, abandon the test and KMC will be charged for the test.
- 8.3.5. Sprint will charge KMC at the rates set out on Table One, when the location of the trouble on a KMC-reported ticket is determined to be in KMC's network or on the KMC end user's side of the Demarcation Point.
- 8.3.6. Intentionally left blank.
- 8.3.7. Intentionally left blank.

#### **8.4. Analog Loop Capabilities**

- 8.4.1. Analog loops facilitate the transmission of voice grade signals in the 300-3000 Hz range and terminate in a 2-wire or 4-wire electrical interface at the KMC's end user's premises. KMC shall not install equipment on analog Loops that exceeds the specified bandwidth.
- 8.4.2. Sprint will provide analog Loops as Copper Loops, Hybrid Loops, and where required, FTTH Loops, in accordance with Applicable Law.
- 8.4.3. Intentionally left blank.

#### **8.5. Digital Loops**

- 8.5.1. Sprint will provide Digital Loops subject to Applicable Law. Digital Loops are Copper Loops over which KMC may deploy advanced services. Deployment of advanced services over digital loops by CLEC will be consistent with the terms and conditions contained in 6.6 and 6.7 of this section.
- 8.5.2. Sprint shall employ industry accepted standards and practices to maximize binder group efficiency through analyzing the



interference potential of each loop in a binder group, assigning an aggregate interference limit to the binder group, and then adding loops to the binder group until that limit is met. Disputes regarding the standards and practices employed in this regard shall be resolved through the Dispute Resolution Process set forth in Part B of this Agreement.

8.5.3. Intentionally left blank.

8.5.4. Reverse ADSL Loops. If a KMC's ADSL Transmission Unit (including those integrated into DSLAMs) is attached to Sprint's Network and if an ADSL Copper Loop should start at an outside location, and is looped through a host or remote, and then to the subscriber, the copper plant from the outside location to the Sprint host or remote central office must be a facility dedicated to ADSL transmission only and not part of Sprint's regular feeder or distribution plant.

8.6. Digital Loops (Greater than 18K ft.)

8.6.1. If KMC requests a Digital Loop, for which the effective loop length exceeds the xDSL standard of 18 kft (subject to gauge design used in an area), Sprint will only provide a Non-Standard Digital Loop. Additional non-recurring charges for conditioning will apply. Non-Standard Digital Loops will not be subject to performance measurements (except where required by Applicable Law) or technical specifications, however, all of the SMC requirements set forth in Section 8.5 are applicable.

8.7. Adherence to National Industry Standards

8.7.1. In providing advanced service loop technology, Sprint shall allow KMC to deploy underlying technology that does not significantly interfere with other advanced services and analog circuit-switched voice band transmissions.

8.7.2. Until long term industry standards and practices can be established, a particular technology shall be presumed acceptable for deployment under certain circumstances. Deployment that is consistent with at least one of the following circumstances presumes that such loop technology will not significantly degrade the performance of other advanced services or impair traditional analog circuit-switched voice band services:

8.7.2.1. Complies with existing industry standards, including an industry-standard PSD mask, as well as modulation schemes and electrical characteristics;

8.7.2.2. Is approved by an industry standards body, the FCC, or any state commission or;

- 8.7.2.3. Has been successfully deployed by any CLEC without significantly degrading the performance of other services.
- 8.7.2.4. Where KMC seeks to establish that deployment of a technology falls within the presumption of acceptability under paragraph 8.7.2.3, the burden is on KMC to demonstrate to the Commission that its proposed deployment meets the threshold for a presumption of acceptability and will not, in fact, significantly degrade the performance of other advanced services or traditional voice band services.
- 8.7.3. If a deployed technology significantly degrades other advanced services, the affected Party will notify the interfering party and give them a reasonable opportunity to correct the problem. The interfering Party will immediately stop any new deployment until the problem is resolved to mitigate disruption of other carrier services. If the affected parties are unable to resolve the problem, they will present factual evidence to the Commission for review and determination. If the Commission determines that the deployed technology is the cause of the interference, the deploying party will remedy the problem by reducing the number of existing customers utilizing the technology or by migrating them to another technology that does not disturb.
- 8.7.4. When the only degraded service itself is a known disturber and the newly deployed technology is presumed acceptable pursuant to Section 8.7.2, the degraded service shall not prevail against the newly deployed technology.
- 8.7.5. If Sprint denies a request by KMC to deploy a technology, it will provide detailed, specific information providing the reasons for the rejection.
- 8.7.6. Parties agree to abide by national standards as developed by ANSI, i.e., Committee T1E1.4 group defining standards for loop technology. At the time the deployed technology is standardized by ANSI or the recognized standards body, the KMC will upgrade its equipment to the adopted standard within sixty (60) Days of the standard being adopted.
- 8.7.7. KMC shall meet the power spectral density requirement given in the respective technical references listed below:
  - 8.7.7.1. For Basic Rate ISDN: Telcordia TR-NWT-000393 Generic Requirements for ISDN Basic Access Digital Subscriber Lines.

- 8.7.7.2. For HDSL installations: Telcordia TA-NWT-001210 Generic Requirements for High-Bit-Rate Digital Subscriber Lines. Some fractional T1 derived products operating at 768 kbps may use the same standard.
  - 8.7.7.3. For ADSL: ANSI T1.413-1998 (Issue 2 and subsequent revisions) Asymmetrical Digital Subscriber Line (ADSL) Metallic Interface.
  - 8.7.7.4. As an alternative to Section 6.6.7.1 KMC may meet the requirements given in ANSI document T1E1.4/2000-002R2 dated May 1, 2000. "Working Draft of Spectrum Management Standard", and subsequent revisions of this document.
- 8.8. Information to be Provided for Deployment of Advanced Services.
- 8.8.1. Upon request, Sprint shall provide to KMC:
    - 8.8.1.1. information with respect to the spectrum management procedures and policies that Sprint uses in determining which services can be deployed;
    - 8.8.1.2. information with respect to the rejection of KMC's provision of advanced services, together with the specific reason for the rejection; and
    - 8.8.1.3. information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops.
  - 8.8.2. In connection with the provision of advanced services, KMC shall provide to Sprint the following information on the type of technology that KMC seeks to deploy where KMC asserts that the technology it seeks to deploy fits within a generic Power Spectral Density (PSD) mask:
    - 8.8.2.1. information in writing (via the service order) regarding the Spectrum Management Class (SMC), as defined in the T1E1.4/2000-002R2 Draft, of the desired loop so that the loop and/or binder group may be engineered to meet the appropriate spectrum compatibility requirements;
    - 8.8.2.2. the SMC (i.e. PSD mask) of the service it seeks to deploy, at the time of ordering and if KMC requires a change in the SMC of a particular loop, KMC shall notify Sprint in writing of the requested change in SMC (via a service order);

- 8.8.2.3. to the extent not previously provided KMC must disclose to Sprint every SMC that the KMC has implemented on Sprint's facilities to permit effective Spectrum Management.
- 8.9. Intentionally left blank.
- 8.10. Intentionally left blank.
- 8.11. Hybrid Loops. Sprint will provide KMC access to Hybrid Loops for the provision of broadband and narrowband services as provided below. Sprint is not required to provide unbundled access to the packet switched features, functions, and capabilities of its Hybrid Loops.
  - 8.11.1. When KMC requests access to a Hybrid Loop for the provision of broadband service, Sprint will provide KMC, on an unbundled basis, with non-discriminatory access to the time division multiplexing features, functions, and capabilities of that Hybrid Loop, including DS1 and DS3 capacity, to the extent the Commission or FCC has determined that impairment exists, to establish a transmission path between Sprint's Central Office and the KMC's end-user's premises. This access shall include access to all features, functions, and capabilities of the hybrid loop that are not used to transmit packetized information.
  - 8.11.2. When KMC requests access to a Hybrid Loop for the provision of narrowband services, Sprint will
    - 8.11.2.1. Provide non-discriminatory unbundled access to the entire Hybrid Loop capable of providing voice-grade service (i.e. equivalent to DS0 capacity) using time division multiplexing, or
    - 8.11.2.2. Provide non-discriminatory unbundled access to a spare Copper Loop serving that end-user.
- 8.12. Fiber-to-the-home Loop (FTTH Loop)
  - 8.12.1. New builds. Sprint will not provide non-discriminatory access to FTTH Loop on an unbundled basis when Sprint has deployed a FTTH Loop to an end-user's customer premises that was not previously served by any loop facility.
  - 8.12.2. Sprint is not required to provide non-discriminatory access to FTTH Loop on an unbundled basis when Sprint has deployed such a loop parallel to, or in replacement of, an existing copper loop facility ("Overbuilds"). When Sprint has deployed a FTTH Loop parallel to, or in replacement of, an existing loop facility, the following will apply:

- 8.12.2.1. Sprint will maintain the existing Copper Loop connected to a particular customer premises after deploying FTTH Loop and provide non-discriminatory access to the Copper Loop on an unbundled basis unless Sprint has retired the Copper Loop as set forth below.
  - 8.12.2.2. If Sprint deploys FTTH Loop and maintains the existing Copper Loop, Sprint will restore the Copper Loop to serviceable condition upon request.
  - 8.12.2.3. If Sprint deploys FTTH Loop and retires the existing Copper Loop, Sprint will provide non-discriminatory access to a 64 kilobits per second transmission path capable of voice grade service over the FTTH Loop.
  - 8.12.2.4. Prior to retiring Copper Loop or Copper Sub-loop Sprint will comply with the notice requirements set forth in 251(c)(5) of the Act, Sections 51.325 through 51.335 of the Code of Federal Regulations and applicable Commission requirements.
- 8.13. DS1 Loops. Sprint will provide DS1 Loops except where the Commission or FCC has determined that requesting telecommunications carriers are not impaired without access to unbundled DS 1 Loops at a specific end-user location. For DS 1 Loops that are operational, the Parties agree to comply with the transition terms for DS 1 Loops based on the time frames and other requirements established by the Commission or agreed to by the Parties.
- 8.14. DS3 Loops. Sprint will provide DS 3 Loops except where the Commission or FCC has determined that requesting telecommunications carriers are not impaired without access to unbundled DS 3 Loops at a specific end-user location, up to a maximum of two unbundled DS3 Loops for any single customer location where DS3 Loops are available as unbundled Loops. For DS 3 Loops that are operational, the Parties agree to comply with the transition terms for DS 3 Loops based on the time frames and other requirements established by the Commission or agreed to by the Parties.
- 8.15. Dark Fiber Loops. Sprint will provide Dark Fiber Loops except where the Commission or FCC has determined that requesting telecommunications carriers are not impaired without access to unbundled Dark Fiber Loops at a specific end-user location. For Dark Fiber Loops that are operational, the Parties agree to comply with the transition terms for Dark Fiber Loops based on the time frames and other requirements established by the Commission or agreed to by the Parties.
- 8.16. Tag and Label. At KMC's request, Sprint will tag and label unbundled

loops at the Network Interface Device (NID). Tag and label may be ordered simultaneously with the ordering of the Loop or as a separate service subsequent to the ordering of the Loop.

8.16.1. Sprint will include the following information on the label: order number, due date, KMC name, and the circuit number.

8.16.2. Tag and Label is available on the following types of Loops: 2- and 4-wire analog Loops, 2- and 4-wire xDSL capable Loops, 2- and 4-wire digital Loops, and DS1 4-wire Loops.

8.16.3. KMC must specify on the order form whether each Loop should be tagged and labeled.

8.16.4. The rates for Loop tag and label and related services are set forth on Table One. When ordered subsequent to the ordering of the Loop, a trip charge, set forth in Table One, may be billed in addition to the Tag and Label charges.

## **9. SUBLOOPS**

9.1. Until such time as Sprint establishes provisioning processes, Sprint will offer unbundled access to copper subloops and subloops for access to multiunit premises wiring upon request s made to the Sprint Account Team. A written response will be provided to KMC covering the interconnection time intervals, prices and other information based on the rates set forth in Table One of this Agreement. No additional charges shall apply for preparation and response to this ICB request.

9.2. Copper Subloops. Sprint will make available access to copper subloops on an unbundled basis. A copper subloop is comprised entirely of copper wire or copper cable that acts as a transmission facility Point of Technically Feasible Access in Sprint's outside plant, including inside wire owned or controlled by Sprint, and the end-user premises. A copper subloop can also include intermediate devices, such as repeaters, used to establish the transmission path. Copper subloops can be used by KMC to provide voice-grade services as well as digital subscriber line services. Access to copper subloops is subject to the collocation provisions of this Agreement. Copper subloop consists of the distribution portion of the copper loop. Sprint is not obligated to offer feeder loop plant as a stand alone UNE.

9.2.1. Intentionally left blank.

9.3. Multiunit premises wiring. Sprint will make available to KMC access to subloops for access to multiunit premises wiring on an unbundled basis. The subloop for access to multiunit premises wiring is defined as any portion of the loop that it is technically feasible to access at a terminal in the incumbent LEC's outside plant at or near a multiunit premises,

including inside wire. Inside wire is wire owned or controlled by Sprint at a multiunit customer premises between the minimum point of entry and the point of demarcation.

- 9.3.1. An accessible terminal is any point in Sprint's network where a technician can access the wire or fiber within the cable (e.g., via screw posts, terminals, patch panels) without removing a splice case to reach the wire or fiber within to access the wiring in the multiunit premises. Such points include, but are not limited to, a pole or pedestal, the NID, the minimum point of entry, the single point of interconnection, and the feeder/distribution interface.
- 9.3.2. Upon request for interconnection at a multiunit premises where Sprint owns, controls, or leases wiring, Sprint will provide a single point of interconnection that is suitable for use by multiple carriers. This obligation is in addition to Sprints obligations, to provide on discriminatory access to a subloop for access to multiunit premises wiring, including any inside wire, at any technically feasible point. If the Parties do not agree on appropriate terms, conditions and rates for the single point of interconnection to multiunit premises wiring either Party may invoke the Dispute Resolution provisions of this Agreement in accordance with 47 CFR 51.319 (B) (2)(ii).
- 9.4. Sprint will provide and maintain inside wiring at Parity.
- 9.5. Deployment of advanced services by KMC over subloops will be in accordance with the terms included in 6.7 and 6.8 of this section.
- 9.6. Reverse ADSL Loops. If a KMC's ADSL Transmission Unit (including those integrated into DSLAMs) is attached to Sprint's Network and if an ADSL Copper Loop should start at an outside location, and is looped through a host or remote, and then to the subscriber, the copper plant from the outside location to the Sprint host or remote central office must be a facility dedicated to ADSL transmission only and not part of Sprint's regular feeder or distribution plant.

## **10. LOCAL CIRCUIT SWITCHING**

- 10.1. Sprint shall provide KMC with nondiscriminatory access to Local Circuit Switching, including Tandem Switching, pursuant to Applicable Law, except to the extent the Commission or FCC determines that Local Circuit Switching is not required to be unbundled. Where Sprint is required to offer unbundled Local Circuit Switching Sprint will offer, in conjunction with Local Circuit Switching, Tandems Switching, Shared Transport, and access to signaling and call related databases as set forth in this Agreement.
- 10.2. Local Circuit Switching is the Network Element that provides the functionality required to connect the appropriate lines or trunks wired to

the Main Distributing Frame (MDF) or Digital Cross Connect (DSX) panel to a desired line or trunk. Such functionality shall include all of the features, functions, and capabilities that the underlying Sprint switch providing such Local Circuit Switching function provides for Sprint's own services. Functionality may include, but is not limited to:

- 10.2.1. line signaling and signaling software;
  - 10.2.2. digit reception;
  - 10.2.3. dialed number translations;
  - 10.2.4. call screening;
  - 10.2.5. routing;
  - 10.2.6. recording;
  - 10.2.7. call supervision;
  - 10.2.8. dial tone;
  - 10.2.9. switching;
  - 10.2.10. telephone number provisioning;
  - 10.2.11. announcements;
  - 10.2.12. calling features and capabilities (including call processing);
  - 10.2.13. Centrex, or Centrex like services;
  - 10.2.14. Automatic Call Distributor (ACD);
  - 10.2.15. KMC presubscription (e.g., long distance Carrier, intraLATA toll), Carrier Identification Code (CIC) portability capabilities;
  - 10.2.16. testing and other operational features inherent to the switch; and,
  - 10.2.17. switch software.
- 10.3. Until the Commission or FCC establishes a maximum number of DS0 loops that a requesting Telecommunications Carrier can serve for each geographic market through unbundled switching, Sprint is not required to provide Local Circuit Switching under this Section 10 for switching used to serve end users with four or more lines in access density zone 1, in the top 50 Metropolitan Statistical Areas, or 24 or more lines to a single CLEC end user location in all other areas. The Parties agree to abide by the cutoff established by the Commission or FCC and will agree to comply with the transition terms based on the time frames and other requirements established by the Commission or FCC or otherwise agreed to by the



Parties.

- 10.4. If the Commission or FCC determines that Sprint is not required to provide Local Circuit Switching for end-users served using DS0 capacity loops, KMC shall commit with Sprint to an implementation plan consistent with Applicable Law, to migrate its embedded unbundled local circuit switching customers within two months of the Commission's or FCC's determination. CLEC may no longer request access to unbundled local circuit switching five (5) months after the Commission or FCC determination. CLEC will submit orders to migrate its embedded base of end-user customers off of the unbundled circuit switching element in accordance with the following timetable measured from the date of the Commission or FCC determination, except where available on a transitional basis as set forth below:
  - 10.4.1. KMC will submit orders for one-third (1/3) of all its unbundled local circuit switching end-user customers within thirteen (13) months of the date of the Commission or FCC determination.
  - 10.4.2. KMC will submit orders for one-half (1/2) of its remaining unbundled local circuit switching end-user customers within twenty (20) months of the date of the Commission or FCC determination.
  - 10.4.3. KMC will submit orders for its remaining unbundled local circuit switching end-user customers within twenty-seven (27) months of the date of the Commission or FCC determination.
- 10.5. Where the Commission determines that impairment would be cured by transitional access to Local Circuit Switching on an unbundled basis, Sprint will provide Local Switching on an unbundled basis for the time period established by the Commission or FCC. Until such time as Sprint establishes a Batch Hot Cut Process, KMC will submit Hotcut orders to migrate each end-user off of unbundled Local Switching within the applicable time frame established by the Commission.
- 10.6. KMC will migrate end-users served using Local Circuit Switching and DS1 or above capacity loops to an alternative arrangement within one-hundred and eighty (180) days of October 2, 2003, unless the Commission files a petition with the FCC to rebut the national determination of no impairment. If the FCC denies the petition, KMC will migrate end-users served using Local Circuit Switching and DS1 or above capacity loops to an alternative arrangement within ninety (90) days of the FCC's determination.
- 10.7. Sprint will provide customized routing at KMC's request where technically feasible. Customized routing enables the KMC to route their customer's traffic differently than normally provided by Sprint. For example, customized routing will allow the KMC to route their customer's

operator handled traffic to a different provider.

**10.8. Technical Requirements**

- 10.8.1. Sprint shall provide its standard recorded announcements (as designated by KMC) and call progress tones to alert callers of call progress and disposition. KMC will use the ICB process for unique announcements.
- 10.8.2. Sprint shall change a subscriber from Sprint's Telecommunications Services to KMC's Telecommunications Services without loss of feature functionality unless expressly agreed otherwise by KMC.
- 10.8.3. Sprint shall control congestion points such as mass calling events, and network routing abnormalities, using capabilities such as Automatic Call Gapping, Automatic Congestion Control, and Network Routing Overflow. Application of such control shall be competitively neutral and not favor any user of unbundled switching or Sprint.
- 10.8.4. Sprint shall offer all Local Switching features that are technically feasible and provide feature offerings at Parity with those provided by Sprint to itself or any other party.

**10.9. Interface Requirements. Sprint shall provide the following interfaces:**

- 10.9.1. Standard Tip/Ring interface including loopstart or groundstart, on-hook signaling (e.g., for calling number, calling name and message waiting lamp);
- 10.9.2. Coin phone signaling;
- 10.9.3. Basic and Primary Rate Interface ISDN adhering to ANSI standards Q.931, Q.932 and appropriate Telcordia Technical Requirements, except Sprint will not provide Primary Rate where the Commission determines, as provided in Section 8.6, that Local Circuit Switching to provide DS1 or above capacity loops is not required;
  - 10.9.3.1. Integrated Services Digital Network (ISDN) is defined in two variations. The first variation is Basic Rate ISDN (BRI). BRI consists of 2 Bearer (B) Channels and one Data (D) Channel. The second variation is Primary Rate ISDN (PRI). PRI consists of 23 B Channels and one D Channel. Both BRI and PRI B Channels may be used for Circuit Switched Voice, Circuit Switched Data (CSD) or Packet Switched Data (PSD). The BRI D Channel may be used for call related signaling, non-call related signaling or

packet switched data. The PRI D channel may be used for call related signaling.

- 10.9.4. Two-wire analog interface to PBX to include reverse battery, E&M, wink start and DID;
- 10.9.5. Four-wire analog interface to PBX to include reverse battery, E&M, wink start and DID; and
- 10.9.6. Four-wire DS1 interface to PBX or subscriber provided equipment (e.g., computers and voice response systems), except where the Commission determines, as provided in Section 8.6, that Local Circuit Switching to provide DS1 or above capacity loops is not required.

10.10. Sprint shall provide the following interfaces, including but not limited to:

- 10.10.1. SS7 Signaling Network, Dial Pulse or Multi-Frequency trunking if requested by KMC;
- 10.10.2. Interface to KMC operator services systems or Operator Services through appropriate trunk interconnections for the system; and
- 10.10.3. Interface to KMC directory assistance services through the KMC switched network or to Directory Services through the appropriate trunk interconnections for the system; and 950 access or other KMC required access to interexchange carriers as requested through appropriate trunk interfaces.

## **11. TANDEM SWITCHING**

- 11.1. Except as provided for in Part F, Sprint will offer unbundled Tandem Switching in conjunction with unbundled Local Circuit Switching only where the Commission or FCC determines that unbundled Local Circuit Switching is required to be provided. Within thirty (30) days of the Commission or FCC finding Sprint and CLEC will agree to a time line to transition from unbundled Tandem Switching where Sprint is no longer required to provide Tandem Switching CLEC. Such transition shall be consistent with any transition requirements set forth by the Commission or the FCC, if any.
- 11.2. Tandem Switching is the function that establishes a communications path between two switching offices (connecting trunks to trunks) through a third switching office (the tandem switch). A host/remote end office configuration is not a Tandem Switching arrangement. Sprint will provide KMC access to the same shared transport facilities connected to the Tandem Switch.
- 11.3. Technical Requirements

- 11.3.1. Tandem Switching shall preserve CLASS/LASS features and Caller ID as traffic is processed.
- 11.3.2. To the extent technically feasible, Tandem Switching shall record billable events for distribution to the billing center designated by KMC.
- 11.3.3. Tandem Switching shall control congestion using capabilities such as Automatic Congestion Control and Network Routing Overflow. Congestion control provided or imposed on KMC traffic shall be at Parity with controls being provided or imposed on Sprint traffic (e.g., Sprint shall not block KMC traffic and leave its traffic unaffected or less affected).
- 11.3.4. The Local Switching and Tandem Switching functions may be combined in an office. If this is done, both Local Switching and Tandem Switching shall provide all of the functionality required of each of those Network Elements in this Agreement.
- 11.3.5. Tandem Switching shall provide interconnection to the E911 PSAP where the underlying Tandem is acting as the E911 Tandem.

## **12. SHARED TRANSPORT**

- 12.1. Sprint will offer non-discriminatory access to shared transport in conjunction with unbundled local switching only where the Commission or FCC determines that unbundled Local Circuit Switching is required to be provided. Shared transport is defined as transmission facilities shared by more than one carrier, including Sprint, between end office switches, between end office switches and tandem switches, and between tandem switches in the Sprint network.
  - 12.1.1. Sprint may provide Shared Transport over DS0, DS1, DS3, STS1 or higher transmission bit rate circuits, at Sprint's discretion.
  - 12.1.2. Sprint shall be responsible for the engineering, provisioning, and maintenance of the underlying Sprint equipment and facilities that are used to provide Shared Transport.

## **13. DEDICATED TRANSPORT**

- 13.1. Sprint will offer nondiscriminatory unbundled access to DS1 dedicated interoffice transmission facilities, or transport, except where the Commission or FCC has determined that requesting telecommunications carriers are not impaired without access to dedicated DS1 transport along a particular route. Dedicated transport is limited to the use of a single carrier and does not require switching at a tandem. Dedicated DS1 interoffice transmission facilities are defined as Sprint transmission

facilities dedicated to a particular customer or carrier that provide Telecommunications Services between wire centers or switches owned by Sprint and that have a total digital signal speed of 1.544 megabytes per second. Within thirty (30) days of the Commission or FCC finding Sprint and CLEC will agree to a time line to transition from unbundled Tandem Switching where Sprint is no longer required to provide Tandem Switching CLEC. Such transition shall be consistent with any transition requirements set forth by the Commission or the FCC, if any.

- 13.2. Sprint will offer nondiscriminatory unbundled access to DS3 dedicated interoffice transmission facilities, or transport, except where the Commission or FCC has determined that requesting telecommunications carriers are not impaired without access to dedicated DS3 transport along a particular route. Dedicated transport is limited to the use of a single carrier and does not require switching at a tandem. Dedicated DS3 interoffice transmission facilities are defined as Sprint transmission facilities dedicated to a particular customer or carrier that provide Telecommunications Services between wire centers or switches owned by Sprint and that have a total digital signal speed of 44.736 megabytes per second. CLEC may only obtain up to a maximum of twelve (12) unbundled dedicated DS3 circuits for any single route for which unbundled dedicated DS3 transport is available. If CLEC has more than twelve (12) unbundled dedicated DS3 circuits for any single route, CLEC will transition the transport to another arrangement within thirty (30) days of the effective date of this Agreement. Within thirty (30) days of the Commission or FCC finding Sprint and CLEC will agree to a time line to transition from unbundled Tandem Switching where Sprint is no longer required to provide Tandem Switching CLEC. Such transition shall be consistent with any transition requirements set forth by the Commission or the FCC, if any.
- 13.3. Sprint will provide nondiscriminatory access to Dark Fiber transport on an unbundled basis pursuant to this Agreement, except where the Commission or FCC has found that requesting Telecommunications Carriers are not impaired without access to unbundled Dark Fiber transport along a particular route. Dark fiber transport consists of unactivated optical interoffice transmission facilities. Within thirty (30) days of the Commission or FCC finding Sprint and CLEC will agree to a time line to transition from unbundled Tandem Switching where Sprint is no longer required to provide Tandem Switching CLEC. Such transition shall be consistent with any transition requirements set forth by the Commission or the FCC, if any.
  - 13.3.1. Technical Requirements for DS1 and DS3 Dedicated Transport
    - 13.3.1.1. Where technologically feasible and available, Sprint shall offer Dedicated Transport consistent with the underlying technology as follows:

- 13.3.1.1.1. When Sprint provides Dedicated Transport, the entire designated transmission circuit (e.g., DS-1, DS-3) shall be dedicated to KMC designated traffic.
- 13.3.1.1.2. Where Sprint has technology available, Sprint shall provide Dedicated Transport using currently available technologies including, but not limited to, DS1 and DS3 transport systems, SONET (or SDS) Bi-directional Line Switched Rings, SONET (or SDH) Unidirectional Path Switched Rings, and SONET (or SDS) point-to-point transport systems (including linear add-drop systems), at all available transmission bit rates.
- 13.3.1.1.3. When Dedicated Transport is provided as a circuit, it shall include where appropriate and available:
  - 13.3.1.1.3.1. Access by or to third Parties;
  - 13.3.1.1.3.2. Grooming functionality; and
  - 13.3.1.1.3.3. Redundant equipment and facilities necessary to support protection and restoration.
- 13.3.1.2. Intentionally left blank.
- 13.3.1.3. Intentionally left blank.
- 13.3.1.4. When requested by KMC and subject to availability and the rates set forth in Table One, Dedicated Transport shall provide physical diversity. Physical diversity means that two (2) circuits are provisioned in such a way that no single failure of facilities or equipment will cause a failure on both circuits.
- 13.3.1.5. When physical diversity is requested by KMC, Sprint shall provide the maximum feasible physical separation between transmission paths for all facilities and equipment, unless otherwise agreed by KMC.
- 13.3.1.6. Intentionally left blank.

**14. INTENTIONALLY LEFT BLANK**

**15. SIGNALING SYSTEMS**

- 15.1. Sprint will offer unbundled access to Sprint's signaling network in conjunction with unbundled Circuit Switching where KMC purchases unbundled Local Circuit Switching for a particular end user, to the extent that Local Circuit Switching is required to be unbundled by the Commission or FCC.
- 15.2. Sprint will offer signaling using the same signaling transfer points (STPs) and signaling links which Sprint uses to provide signaling to its own end users.
- 15.3. Terms and conditions for allowing the KMC to connect its switch with Sprint's signaling system are included in Section 20 of this Agreement.

**16. CALL-RELATED DATABASES WITH UNE SWITCHING**

- 16.1. Sprint will include unbundled access to call-related databases, including, but not limited to, the Line Information database (LIDB), Toll Free Calling database, Number Portability database, Calling Name (CNAM) database, Advanced Intelligent Network (AIN) databases, and the AIN platform and architecture in the same manner, and via the same signaling links, as Sprint, where KMC purchases unbundled Local Circuit Switching for a particular end user, to the extent that that Local Circuit Switching is required to be unbundled by the Commission or FCC. Sprint reserves the right to decline to offer unbundled access to certain AIN software that qualifies for proprietary treatment.
- 16.2. The terms and conditions for allowing KMC to connect its switch or signaling system to Sprint's call-related databases are included in Section 20 of this Agreement.
- 16.3. Sprint will provide unbundled access to call-related databases, including, but not limited to, the Line Information database (LIDB), Toll Free Calling database, Number Portability database, Calling Name (CNAM) database, Advanced Intelligent Network (AIN) databases, and the AIN platform and architecture in the same manner, and via the same signaling links, as Sprint, where KMC purchases unbundled Local Circuit Switching for a particular end user at no additional charge.
- 16.4. Line Information Database (LIDB)
  - 16.4.1. The LIDB is a transaction-oriented database that contains records associated with subscribers' Line Numbers and Special Billing Numbers. LIDB accepts queries in conjunction with unbundled local switching and provides appropriate responses. The query originator need not be the owner of LIDB data. LIDB queries

include functions such as screening billed numbers to determine if the end user associated with the number has requested deny Collect or deny Third Number Billing call restrictions or whether a telephone line number based non-proprietary calling card has a valid Personal Identification Number (PIN).

- 16.4.1.1. Sprint shall process KMC's subscribers' records in LIDB at Parity with Sprint subscriber records.
- 16.4.1.2. Sprint shall perform backup and recovery of all of KMC's data in LIDB at Parity with backup and recovery of all other records in the LIDB, including sending to LIDB all changes made since the date of the most recent backup copy.
- 16.4.1.3. Sprint will provide storage of KMC end user's numbers in the Line Information database (LIDB), where KMC purchases unbundled local circuit switching for a particular end user, at no additional charge.

**16.5. Calling Name Database (CNAM).**

- 16.5.1. The CNAM database is a transaction-oriented database accessible via the CCS network. It contains name records associated with subscribers' Line Numbers and Names. CNAM accepts queries from other Network Elements and provides the calling name. The query originator need not be the owner of CNAM data. CNAM provides the calling parties' name to be delivered and displayed to the terminating caller with Caller ID with Name.
- 16.5.2. Sprint will store KMC Caller Names in the Sprint CNAM Database at parity with how Sprint stores its own end users information. Sprint shall provide access to Sprint CNAM database for purpose of receiving and responding to CNAM Service Queries in the same manner, and via the same signaling links, as Sprint where KMC purchases unbundled local circuit switching, to the extent that that local circuit switching is required to be unbundled by the Commission or FCC.
- 16.5.3. Sprint will provide storage of KMC end user's numbers in the CNAM Database and access to Sprint CNAM database for purpose of receiving and responding to CNAM Service Queries, where KMC purchases unbundled local circuit switching for a particular end user, at no additional charge.

**16.6. Toll Free Number Database**

- 16.6.1. The Toll Free Number Database provides functionality necessary



for toll free (e.g., 800 and 888) number services by providing routing information and additional vertical features (i.e., time of day routing by location, by carrier and routing to multiple geographic locations) during call setup in response to queries from STPs. The Toll Free records stored in Sprint's database are downloaded from the SMS/800. Sprint shall provide the Toll Free Number Database in accordance with the following:

- 16.6.1.1. Sprint shall make the Sprint Toll Free Number Database available for KMC to query in the same manner, and via the same signaling links, as Sprint where KMC purchases unbundled local circuit switching, to the extent that that local circuit switching is required to be unbundled by the Commission or FCC.
- 16.6.1.2. The Toll Free Number Database shall return KMC identification and, where applicable, the queried toll free number, translated numbers and instructions as it would in response to a query from a Sprint switch.
- 16.6.1.3. Sprint will provide access to its Toll Free Number Database for purpose of receiving and responding to queries, where KMC purchases unbundled local circuit switching for a particular end user, at no additional charge.

**16.7. Local Number Portability Local Routing Query Service**

- 16.7.1. TCAP messages originated by KMC's SSPs and received by Sprint's database will be provided a response upon completion of a database lookup to determine the LRN.
- 16.7.2. Sprint will provide the LNP Query Service in the same manner, and via the same signaling links, as Sprint where KMC purchases unbundled local circuit switching, to the extent that that local circuit switching is required to be unbundled by the Commission or FCC.
- 16.7.3. Sprint will provide access to the LNP Query Service for purpose of receiving and responding to queries, where KMC purchases unbundled local circuit switching for a particular end user, at no additional charge.

**17. 911 AND E911**

- 17.1. Sprint will provide KMC with nondiscriminatory access to 911 and E911 databases on an unbundled basis, in accordance with this Agreement and

Applicable Law.

**18. OPERATIONS SUPPORT SYSTEMS (OSS)**

- 18.1. Sprint will offer unbundled access to Sprint's operations support systems to the extent technically feasible in a non-discriminatory manner at Parity. OSS consists of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by Sprint's databases and information. The OSS element includes access to all loop qualification information contained in Sprint's databases or other records, including information on whether a particular loop is capable of providing advanced services.

**19. LOOP MAKE-UP INFORMATION**

- 19.1. Sprint shall make available Loop Make-Up Information in a non-discriminatory manner at Parity with the data and access it gives itself and other KMCs, including affiliates. The charges for Loop Make-Up Information are set forth in Table One to this Agreement.
- 19.2. If KMC requests Loop Make-Up Information provided to KMC will not be filtered or digested in a manner that would affect KMC's ability to qualify the loop for advanced services.
- 19.3. Sprint shall provide Loop Make-Up Information based on the individual telephone number or address of an end-user in a particular wire center or NXX code. Loop Make-Up Information requests will be rejected if the service address is not found within existing serving address information, if the telephone number provided is not a working number or if the POI identified is not a POI where the requesting KMC connects to the Sprint LTD network.
- 19.4. Errors identified in validation of the Loop Make-Up Information inquiry order will be returned to the KMC.
- 19.5. Sprint may provide the requested Loop Make-Up Information to the KMCs in whatever manner Sprint would provide to their own internal personnel, without jeopardizing the integrity of proprietary information (i.e. - fax, intranet inquiry, document delivery, etc.). If the data is provided via fax, KMC must provide a unique fax number used solely for the receipt of Loop Make-Up Information.
- 19.6. If CLEC does not order Loop Make-Up Information prior to placing an order for a loop for the purpose of provisioning of an advanced service and the advanced service cannot be successfully implemented on that loop due to a cause that would have been discovered if Loop Make-Up Information had been ordered, CLEC agrees that:
- 19.6.1. KMC will be charged a Trouble Isolation Charge to determine

the cause of the failure;

- 19.6.2. If Sprint undertakes Loop Make-Up Information activity to determine the reason for such failure, KMC will be charged a Loop Make-Up Information Charge; and
- 19.6.3. If Sprint undertakes Conditioning activity for a particular loop to provide for the successful installation of advanced services, KMC will pay applicable conditioning charges as set forth in Table One pursuant to Section 7 of this Agreement.

## **20. DARK FIBER**

### **20.1. General Rules and Definition**

- 20.1.1. Dark Fiber is an optical transmission facility without attached multiplexing, aggregation or other electronics. Dark Fiber is unactivated fiber optic cable, deployed by Sprint, that has not been activated through connections to optronics that light it, and thereby render it capable of carrying communications.
- 20.1.2. Sprint will unbundle Dark Fiber for the Dedicated Transport, Loop and Sub-loop network elements in accordance with the FCC's Triennial Review Order (CC Docket No. 96-98) and as set forth in this Agreement, except where the Commission or FCC has determined that a requesting Telecommunications Carrier is not impaired without such access. Dark fiber is not a separate network element, but a subset of Dedicated Transport and Loop network elements. In addition to the terms in this section, any rules, guidelines and Agreement provisions for these network elements, including accessibility, will apply to Dark Fiber.

### **20.2. Fiber Availability**

- 20.2.1. Spare fibers in a sheath are not considered available if Sprint has plans to put the fiber in use within the current year or the following year.
- 20.2.2. Sprint will also maintain fibers to facilitate maintenance, rearrangements and changes. Sprint will generally reserve 8% of fibers in a sheath for maintenance, subject to a minimum of four (4) fibers and a maximum of twelve (12) fibers.
- 20.2.3. Dark fiber requests will be handled on a first come, first served basis, based on the date the Dark Fiber Application (DFA) is received.

### **20.3. Interconnection Arrangements**

- 20.3.1. Rules for gaining access to unbundled network elements apply to Dark Fiber. Virtual and physical collocation arrangements may be used by KMC to locate the optical electronic equipment necessary to "light" leased Dark Fiber.
- 20.3.2. The KMC that requests Dark Fiber must be able to connect to the Sprint fiber by means of fiber patch panel.
- 20.3.3. If fiber patch panels (FPPs) are not located within close enough proximity for a fiber patch cord, Sprint will purchase and install intraoffice cabling at the KMC's expense. This process is outside the scope of this agreement.
- 20.3.4. Establishment of applicable fiber optic transmission equipment or intermediate repeaters needed to power the unbundled Dark Fiber in order to carry Telecommunications Services is the responsibility of the KMC.

**20.4. Dark Fiber Application and Ordering Procedure**

- 20.4.1. KMC will submit a Dark Fiber Application (DFA) and application fee to request that Sprint determine the availability of Dark Fiber between the KMC-specified locations. See Table One for application fee amount.
- 20.4.2. Within twenty (20) business days of receipt of DFA, Sprint will provide KMC with a response regarding fiber availability and price.
  - 20.4.2.1. If Dark Fiber is not available, Sprint will notify KMC of the DFA rejection.
  - 20.4.2.2. KMC will follow the Dispute Resolution Process outlined in Part B of this Agreement if KMC wishes to contest the rejection.
- 20.4.3. If Dark Fiber is available, KMC will notify Sprint of acceptance/rejection of Dark Fiber quote, via a firm order, within ten (10) business days of receipt of quote. Sprint will reserve the requested Dark Fiber for the KMC during these ten (10) business days. If, however, KMC does not submit a firm order by the tenth (10th) business day, the fiber will no longer be reserved.
- 20.4.4. After ten (10) business days of receipt of the price quote, if KMC has not accepted, KMC must submit another DFA and application fee.
- 20.4.5. The KMC will submit a firm order for Dark Fiber via the local service request (LSR) or access service request (ASR), as appropriate.

- 20.4.6. By submitting the Dark Fiber firm order, the KMC agrees to pay quoted monthly recurring and non-recurring charges. See Table One for monthly recurring and non-recurring charges.
- 20.4.7. Due Date. Sprint will provision Dark Fiber twenty (20) Business Days after it receives firm order from KMC. Billing of the monthly recurring and non-recurring charges will begin upon completion of Dark Fiber order. Sprint will allow KMC to extend due date for firm order completion up to sixty (60) business days from the date Sprint receives firm order from KMC. This extended due date must be specified on the firm order.
  - 20.4.7.1. Billing of the monthly recurring and non-recurring charges will begin on the due date of the Dark Fiber order completion unless:
    - 20.4.7.1.1. KMC cancels firm order before the established due date. If this occurs, KMC agrees to reimburse Sprint for all costs incurred to date; or
    - 20.4.7.1.2. a third party submits firm order for same Dark Fiber. If this occurs, KMC must begin compensating Sprint for monthly recurring and non-recurring charges in order to reserve fiber, once Sprint is able to provide Dark Fiber to KMC.
- 20.5. Maintenance and Testing
  - 20.5.1. Sprint is only responsible for maintaining the facilities that it owns.
  - 20.5.2. Sprint will conduct an end-to-end test of Dark Fiber after receipt of the firm order.
  - 20.5.3. For meet point arrangements, Sprint will conduct cooperative testing with another carrier at KMC's request. Additional rates and charges will apply.
  - 20.5.4. Sprint does not guarantee that the transmission characteristics of the Dark Fiber will remain unchanged over time.
  - 20.5.5. Sprint is not responsible for determining whether the transmission characteristics of the Dark Fiber will accommodate the KMC requirements.
- 20.6. Rules for Take Back
  - 20.6.1. Sprint reserves the right to take back Dark Fiber to meet its

carrier of last resort obligations.

- 20.6.2. Sprint will provide KMC twelve (12) months written notice prior to taking back fiber.
- 20.6.3. If multiple KMCs have leased fiber within a single sheath, Sprint will take back the fiber that was the last to be leased.
- 20.6.4. Sprint will provide the KMC with alternative transport arrangements when Sprint takes back working fiber.
- 20.6.5. The Dispute Resolution Procedures found in Part B of this Agreement will be followed if KMC wishes to contest Sprint's decision to take back its leased fiber.

## **21. UNE-P AND EEL**

### **21.1. Combination of Network Elements**

- 21.1.1. KMC may order Unbundled Network Elements either individually or in the combinations, including VOICE UNE-P and EEL as specifically set forth in this Section of the Agreement.
- 21.1.2. For the purpose of this section, wholesale services includes both services KMC procures for resale pursuant to 251(c)(4) and exchange access service purchased from Sprint's access tariffs.

### **21.2. General Terms and Conditions**

- 21.2.1. Sprint will allow KMC to order each Unbundled Network Element individually in order to permit KMC to combine such Network Elements with other Network Elements obtained from Sprint as provided for herein, or with network components provided by itself or by third parties to provide Telecommunications Services to its end users, provided that such combination is technically feasible and would not impair the ability of other carriers to obtain access to other unbundled network elements or to interconnect with Sprint's network or in combination with any other Network Elements that are currently combined in Sprint's Network. Upon request, Sprint will perform the functions necessary to combine UNEs, even if those elements are not ordinarily combined in Sprint's network, provided that such combination is technically feasible and would not impair the ability of other carriers to obtain access to other unbundled network elements or to interconnect with Sprint's network.
- 21.2.2. KMC may Commingle an unbundled network element or combination of UNEs with wholesale services purchased from

Sprint. Upon request, Sprint will perform the work necessary to Commingle such UNE or UNE combinations with wholesale services purchased from Sprint. Each component of the commingled facility, either UNE or wholesale service, will be billed at the UNE or wholesale service rate for that component, plus applicable non-recurring charges. When a cross-connect is ordered in combination with a UNE loop, the cross-connect shall be billed at the appropriate UNE rate for such service. Sprint will not ratchet price individual components; that is, Sprint will not reflect a combination of UNE and wholesale rates for the same component. Wholesale service rates will be per the appropriate tariff, including any applicable resale discounts pursuant to this Agreement. Sprint will provide KMC access to UNE-P and EEL pursuant to Applicable Law. KMC is not required to own or control any of its own local exchange facilities before it can purchase or use UNE-P to provide a telecommunications service under this Agreement. Any request by KMC for Sprint to provide combined UNEs that are not otherwise specifically provided for under this Agreement will be made in accordance with the BFR process described in Section 4 and made available to KMC upon implementation by Sprint of the necessary operational modifications.

21.2.3. Sprint will not deny KMC access to unbundled network elements on the basis that KMC intends to combine or connect those network elements to wholesale services that KMC purchases from a third party. KMC's use of such network elements are subject to use restrictions included in this agreement. EELs and Commingled EELs must meet the eligibility criteria included in Section XXX. Other network elements must be used to provide Qualifying Services as defined herein.

21.2.4. The provisioning of UNE-P and EEL combinations is limited to existing facilities and Sprint is not obligated to construct new facilities to accommodate any request by KMC.

21.2.5. Sprint shall not be required provide UNE-P for KMC where Sprint is not required to provide unbundled Local Circuit Switching pursuant to Section 10.3 of this Part E. Sprint may audit KMC's UNE-P customer base in accordance with the provisions below to ensure KMC's adherence to the exemption set forth in Section 10.3 of this Part E.

21.2.5.1. Upon 30 days written notice, Sprint may conduct an examination of KMC's customer records and other documents relevant to the purpose of evaluating KMC's compliance with the limitations set forth in Section 10.3 of Part E. Sprint may perform one examination under this

section per twelve (12) month period commencing with the Effective Date, with the assistance of KMC, which will not be unreasonably withheld. The examination period will include no more than the preceding twelve (12) month period as of the date of the Audit request, except that records or other documentation related to UNE-P services provisioned during the preceding twelve (12) month period may be older than twelve (12) months and shall be included.

21.2.5.2. The Parties shall reasonably agree upon the scope of the examination, the documents and processes to be reviewed, and the time, place and manner in which the examination shall be performed. KMC agrees to provide examination support, including appropriate access to and use of KMC's facilities (e.g.: conference rooms, telephones, copying machines), if necessary. Each Party shall bear its own expenses in connection with the conduct of the examination.

21.2.5.3. KMC will submit orders to disconnect or transition to another service any UNE-P services that are found to be not in compliance with Section 10.3 of Part E within 30 days of the undisputed examination report.

21.2.5.4. The rights set forth in this Section 21.2.5 are in addition to the audit rights of either Party available under other Parts of this Agreement.

### 21.3. Specific Combinations and Pricing

21.3.1. In order to facilitate the provisioning of UNE-P and EELs Sprint shall support the ordering and provisioning of these specific combinations as set forth below.

21.3.2. Upon request, Sprint shall convert a wholesale service, or group of wholesale services, to the equivalent unbundled network element, or combination of unbundled network elements, that is available to the requesting telecommunications carrier pursuant to Applicable Law and as provided herein.

21.3.3. Sprint shall perform any conversion from a wholesale service or group of wholesale services to an unbundled network element or combination of unbundled network elements without adversely affecting the service quality perceived by the requesting telecommunications KMC's end-user customer.

21.3.4. Except as agreed to by the parties, Sprint shall not impose any untariffed termination charges, or any disconnect fees, re-connect



fees, or charges associated with establishing a service for the first time, in connection with any conversion between a wholesale service or group of wholesale services and an unbundled network element or combination of unbundled network elements. KMC will be responsible for any applicable termination liabilities that result from requests to convert tariffed wholesale services to unbundled network elements. Neither does it prohibit Sprint from charging for service orders submitted by KMC requesting the conversion or actual work done necessary to effectuate billing changes or to modify facilities.

- 21.3.5. Except as provided in 47 C.F.R. § 51.318(b), Sprint shall provide access to unbundled network elements and combinations of unbundled network elements without regard to whether KMC seeks access to the elements to establish a new circuit or to convert an existing circuit from a service to unbundled network elements.

**21.4. Sprint Offers the Following Combinations of Network Elements**

- 21.4.1. **Voice Unbundled Network Element Platform (UNE-P).** VOICE UNE-P is the combination of the NID, Loop, Local Circuit Switching, Shared Transport, and Local Tandem Switching network elements.

21.4.1.1. Sprint will offer the combination of the NID, Loop, Local Circuit Switching, Local Switch Port, Shared Transport, and Local Tandem Switching (where Sprint is the provider of Shared Transport and Local Tandem Switching) unbundled network elements to provide VOICE UNE-P, where Sprint is required to provide unbundled local switching, at the applicable recurring charges and non-recurring charges as specified in Table One for UNE-P plus the applicable Service Order Charge. Sprint will also bill KMC for applicable Usage Data Recording and Transmission Charges as indicated in Table One.

21.4.1.2. Until such time as Sprint can bill the recurring charges for usage based UNE-P elements (Local Circuit Switching, Shared Transport, Local Tandem Switching), these charges will be billed to CLEC at the recurring flat rate charge reflected in Table One. Upon the implementation of the necessary operational modifications, Sprint will convert from billing CLEC based on this flat rated monthly charge to applicable usage based charges for the UNE-P elements. Such rate changes will be on a prospective basis only.

21.4.1.3. Reciprocal compensation for UNE-P Local Traffic

originated by or terminated to a KMC UNE-P customer and ISP-Bound Traffic that originates from and terminates to a KMC UNE-P or Sprint customer within the same switch shall be on a bill and keep basis.

- 21.4.1.4. Sprint will provide originating and terminating access records to KMC for access usage over UNE-P. KMC will be responsible for billing the respective originating and/or terminating access charges directly to the IXC.
- 21.4.1.5. Sprint will provide KMC toll call records that will allow it to bill its end users for toll charges. Such record exchange will be in industry standard EMI format as the charges set forth in Table One. Any non-standard requested format would be handled through the BFR process as set forth in Section 4 of this Agreement.
- 21.4.2. EEL is the combination of the NID, Loop, and Dedicated Transport network elements.
  - 21.4.2.1. Sprint will offer the combination of unbundled loops with unbundled dedicated transport consistent with Applicable Law and as described herein, where Sprint is required to provide unbundled dedicated transport and Local Loops, to provide EELs at the applicable recurring and non-recurring charges as specified in Table One for Loops, Dedicated Transport, and where applicable, Multiplexing. The applicable recurring and nonrecurring charges, include but are not limited to cross connect charges and Service Order Charges. Sprint will cross-connect unbundled 2 or 4-wire analog or 2-wire digital Loops to unbundled voice grade/DS0, DS1, or DS3 Dedicated Transport facilities (DS0 dedicated transport is only available between Sprint central offices) for KMC's provision of circuit switched telephone exchange service to KMC's end users.
  - 21.4.2.2. Multiplexing shall be provided as necessary as part of Dedicated Transport.
  - 21.4.2.3. In order to obtain the following EELS, KMC may self-certify that it satisfies the following service eligibility criteria for each circuit. KMC must continue to be in compliance with the service eligibility criteria for as long as KMC continues to

receive the services in this section.

**21.4.2.4. EEL Combinations**

21.4.2.4.1. Unbundled DS1 Loop in combination with UNE DS1 Dedicated Transport.

21.4.2.4.2. Unbundled DS1 Loop commingled with dedicated DS1 transport wholesale service (either special access or resale).

21.4.2.4.3. Unbundled DS1 Loop in combination with UNE DS3 Dedicated Transport.

21.4.2.4.4. Unbundled DS1 Loop commingled with dedicated DS3 transport wholesale service (either special access or resale).

21.4.2.4.5. Unbundled DS3 Loop in combination with UNE DS3 Dedicated Transport.

21.4.2.4.6. Unbundled DS3 Loop commingled with dedicated DS3 transport wholesale service (either special access or resale).

21.4.2.4.7. Unbundled DS1 Dedicated Transport commingled with DS1 channel termination.

21.4.2.4.8. Unbundled DS3 Dedicated Transport commingled with DS1 channel termination service.

21.4.2.4.9. Unbundled DS3 Dedicated Transport commingled with DS3 channel termination service.

**21.4.2.5. EEL Eligibility Criteria**

21.4.2.5.1. KMC must have a state certification to provide local voice service or, in the absence of a state certification requirement, has complied with

registration, tariffing, filing fee, or other regulatory requirements applicable to the provision of local voice service in that area;;

- 21.4.2.5.2. Each DS1 circuit, each DS1 EEL, and each DS1-equivalent circuit on a DS3 EEL:
- 21.4.2.5.3. Each circuit to be provided to each KMC customer must be assigned one local number prior to the provision of service over the circuit;
- 21.4.2.5.4. Each DS1-equivalent circuit on a DS3 EEL must have its own local number assignment, so that each DS3 has at least 28 local voice numbers assigned to it;
- 21.4.2.5.5. Each circuit to be provided to each customer must provide 911 or E911 capability prior to the provision of service over the circuit;
- 21.4.2.5.6. Each circuit to be provided to each customer must terminate into a collocation governed by 251(c)(6) of the Act and at a Sprint central office within the same LATA as the KMC's customer's premises.
- 21.4.2.5.7. For each 24 DS1 EELs or other facilities having equivalent capacity, KMC must maintain at least one active DS1 local service interconnection trunk and KMC is required to transmit the calling party's number in connection with calls exchanged over each trunk. An interconnection trunk meets the requirements of this paragraph if the requesting telecommunications carrier will transmit the calling party's number in connection with calls exchanged over the trunk; and
- 21.4.2.5.8. Each circuit to be provided to each

customer will be served by a switch capable of switching local voice traffic.

- 21.4.2.6. Sprint reserves the right, based on cause and upon thirty (30) Days notice, to audit CLEC's compliance with the service eligibility criteria defined by the FCC and as set forth above. The Parties will mutually agree to the timing and scope of the audit prior to commencing. Sprint will hire and pay for an independent auditor to perform the audit. CLEC will reimburse Sprint if the audit report concludes that CLEC failed to comply with the service eligibility criteria. Sprint may request one audit in a calendar year. In the instance of non-compliance, CLEC shall true-up any difference in payments, convert the non-compliant circuit to the appropriate service and make accurate payments going forward. These audit rights are exclusive of Sprint's audit rights in Part B of this Agreement.

## **22. LINE SPLITTING**

### **22.1. Line Splitting.**

- 22.1.1. Sprint shall support KMC's ability to provide combinations of voice services, advanced services, or voice and advanced services in a Line Splitting arrangement.
- 22.1.2. Unbundled loops purchased as part of UNE-P may be used in a Line Splitting arrangement. In this configuration, KMC leases the entire UNE Loop from Sprint, and Sprint performs operational activities necessary to facilitate extracting the HF loop spectrum so that KMC or an Authorized Advanced Services Provider can utilize the HF portion of the leased loop.
- 22.1.3. Whenever KMC provides service utilizing an unbundled loop, either as part of UNE-P or otherwise, KMC shall control the entire loop spectrum. In addition, KMC has the right to offer services with the HF portion of the UNE loop either by itself or via an Authorized Advanced Services Provider.
- 22.1.4. Sprint shall institute procedures to allow KMC or its Authorized Advanced Services Provider to order HFS data capabilities on the KMC UNE loop. Examples of the procedures include:
  - 22.1.4.1. Conversion from UNE-P to UNE-P with Line Splitting. UNE-P with Line Splitting shall consist of the same elements used to provide the UNE-P combination, but with the port and loop separated from one another and cross-connected by Sprint to the collocation space(s) and/or

common splitter location designated by CLEC, either directly or through an authorized CLEC representative.

22.1.4.2. Conversion from UNE-P with Line Splitting to UNE-P. This conversion removes the cross connections described above, and recombines the loop and port into the UNE-P combination.

22.1.4.3. Conversion from UNE-L to UNE-L with Line Splitting. UNE-L with Line Splitting shall consist of an unbundled loop purchased by CLEC, with cross connects provided by Sprint from the office loop termination to the collocation space(s) and/or common splitter location designated by CLEC, either directly or through an authorized CLEC representative.

22.1.4.4. Conversion from UNE-L with Line Splitting to UNE-L. This conversion removes the cross connections described above, and restores the unbundled loop, cross connected by Sprint to CLEC's demarcation point for unbundled loops.

22.1.5. The billing for these additional features shall be billed to CLEC, or to an Authorized Advanced Services Provider, if the Advanced Services Provider orders the service directly from Sprint under a different OCN from CLEC's OCN. The rates for line splitting will be determined prior to Sprint making the procedures available for ordering.

## 23. PENDING OR NO FACILITIES

### Sprint proposed language:

**23.1 Sprint shall provide notification of Pending or No Facilities at Parity with the timeframe for it's retail service in accordance with Commission guidelines and shall specify whether the orders are rejected due to 'pending' facilities, 'no' facilities or additional construction required. Sprint will evaluate alternative equipment and facility options in accordance with the terms of this Agreement. Where available, KMC may order an alternative arrangement including resale. KMC will make the final decision to proceed with a service provisioning alternative.**

### KMC proposed language:

**23.1. Consistent with the FCC's Order in Docket No. CC 01-228, In the Matter of the Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers ("Triennial Review Order"), Sprint may designate an order as "Pending" or "No Facilities" when KMC's order requires the construction of a new local loop from**

scratch by trenching or pulling cable. Sprint shall provide notification of Pending or No Facilities orders, within two (2) business days of order receipt and shall specify whether the orders are rejected due to 'pending' facilities, 'no' facilities or additional construction required. Sprint shall include verification that all equipment and facility options have been reviewed for availability to provision the requested service, including without limitation, spare or retired copper facilities, next generation equipment and availability of spare timeslots on channel banks. Further Sprint shall make available, where technically feasible, alternative service options to provide services by the requested due date, including but not limited to Resale services at UNE rates or spare channels on a digital DS1. Such alternatives shall be subject to joint KMC-Sprint technical discussion and review. Following such review, KMC will make the final decision to proceed with a service provisioning alternative.

## 24. MODIFICATIONS TO SPRINT'S EXISTING NETWORK

### 24.1. Modifications to Unbundled Loop and Dedicated Transport Facilities

#### Sprint proposed language:

24.1.1. Sprint will make routine network modifications to unbundled loop facilities used by KMC where the requested loop facility has already been constructed. Sprint will perform routine network modifications to unbundled loop facilities in a nondiscriminatory fashion, without regard to whether the loop facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier. KMC will compensate Sprint for the costs of such routine network modifications to unbundled loop facilities to the extent the costs are not recovered in the unbundled loop rates.

#### KMC proposed language:

24.1.1. Sprint will make routine network modifications to unbundled loop facilities used by KMC where the requested loop facility has already been constructed. Sprint will perform routine network modifications to unbundled loop facilities in a nondiscriminatory fashion, without regard to whether the loop facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier. Sprint will recover the cost of such routine network modifications to unbundled loop facilities in its monthly recurring rates for unbundled loop.

24.1.1.1. In the case of unbundled loop facilities, a routine network

modification is an activity that Sprint regularly undertakes for its own customers. Routine network modifications may include, but are not limited to, rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer; and attaching electronic and other equipment that Sprint ordinarily attaches to a DS1 Loop to activate such loop for its own customer. Routine network modifications may also include activities needed to enable KMC to obtain access to a Dark Fiber Loop. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings. Routine network modifications do not include the construction of new loop facilities or the installation of new aerial or buried cable for KMC.

**Sprint proposed language:**

**24.1.2. Sprint will make routine network modifications to unbundled dedicated transport facilities used by KMC where the requested Dedicated Transport facilities have already been constructed. Sprint will perform the routine network modifications to unbundled Dedicated Transport facilities in a nondiscriminatory fashion, without regard to whether the facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier. KMC will compensate Sprint for the costs of such routine network modifications to unbundled Dedicated Transport facilities to the extent the costs are not recovered in the unbundled Dedicated Transport rates.**

**KMC proposed language:**

**24.1.2. Sprint will make routine network modifications to unbundled dedicated transport facilities used by KMC where the requested Dedicated Transport facilities have already been constructed. Sprint will perform the routine network modifications to unbundled Dedicated Transport facilities in a nondiscriminatory fashion, without regard to whether the facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier. . Sprint will recover the cost of such routine network modifications to unbundled Dedicated Transport facilities in its monthly recurring rates for the unbundled Dedicated Transport.**



24.1.2.1. In the case of unbundled Dedicated Transport facilities, a routine network modification is an activity that Sprint regularly undertakes for its own customers. Routine network modifications may include, but are not limited to, rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; installing a repeater shelf; and deploying a new multiplexer or reconfiguring an existing multiplexer. Routine network modifications also include activities needed to enable KMC to light a Dark Fiber transport facility. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings. Routine network modifications do not include the installation of new aerial or buried cable for KMC.

24.1.2.2. Sprint shall not engineer the transmission capabilities of its network in a manner, or engage in any policy, practice, or procedure, that disrupts or degrades access to a local loop or subloop, including the time division multiplexing-based features, functions, and capabilities of a hybrid loop, for which KMC may obtain or has obtained access pursuant to 47 CFR 51.319.

**24.2. Loop Conditioning**

24.2.1. Loop Conditioning is defined as the removal from a copper loop or copper subloop of any device that could diminish the capability of the loop or subloop to deliver high-speed switched wireline telecommunications capability, including digital subscriber line service. Such devices include, but are not limited to, bridge taps, load coils, low pass filters, and range extenders.

24.2.2. Intentionally left blank.

24.2.3. Sprint and will assess charges for loop conditioning in accordance with the prices listed in Table One.

24.2.4. Sprint recommends that KMC utilize the Loop Make-Up process in Section 19 prior to submitting orders for loops intended for advanced services. However, a Loop Make-Up request is not required.

24.2.5. Sprint shall condition a Copper Loop at the request of KMC when KMC is seeking access to a Copper Loop, the high frequency portion of a Copper Loop, or a Copper Subloop to ensure that the Copper Loop or Copper Subloop is suitable for providing digital

subscriber line services, including those provided over the high frequency portion of the Copper Loop or Copper Subloop, whether or Sprint offers advanced services to the end-user customer on that Copper Loop or Copper Subloop.

- 24.2.6. If Sprint seeks compensation from KMC for line conditioning, KMC has the option of refusing, in whole or in part, to have the line conditioned; and KMC's refusal of some or all aspects of line conditioning will not diminish any right it may have, under the Applicable Law to access the Copper Loop, the high frequency portion of the Copper Loop, or the Copper Subloop.
- 24.2.7. Insofar as it is technically feasible, Sprint shall test and report troubles for all the features, functions, and capabilities of conditioned copper lines, and may not restrict its testing to voice transmission only.
- 24.2.8. Where KMC is seeking access to the high frequency portion of a copper loop or copper subloop and Sprint claims that conditioning that loop or subloop will significantly degrade, as defined in § 51.233, the voiceband services that the incumbent LEC is currently providing over that loop or subloop, Sprint must either:
  - 24.2.8.1. Locate another copper loop or copper subloop that has been or can be conditioned, migrate the incumbent LEC's voiceband service to that loop or subloop, and provide the requesting telecommunications carrier with access to the high frequency portion of that alternative loop or subloop; or
  - 24.2.8.2. Make a showing to Commission that the original copper loop or copper subloop cannot be conditioned without significantly degrading voiceband services on that loop or subloop, as defined in § 51.233, and that there is no adjacent or alternative copper loop or copper subloop available that can be conditioned or to which the end-user customer's voiceband service can be moved to enable line sharing.

24.2.8.3. If, after evaluating Sprint's showing under this section, the Commission concludes that a copper loop or copper subloop cannot be conditioned without significantly degrading the voiceband service, Sprint cannot then or subsequently condition that loop or subloop to provide advanced services to its own customers without first making available to KMC the high frequency portion of the newly conditioned loop or subloop.

## **25. LINE SHARING**

### **25.1. General Terms**

25.1.1. Sprint shall make available the HFPL for line sharing by KMC pursuant to the following terms and conditions.

- 25.1.1.1. Grandfathered HFPL. For HFPLs that are in service prior to October 2, 2003, Sprint will offer HFPL at the rate effective on October 2, 2003 as long as that HFPL remains in service to the particular KMC end-user.
- 25.1.1.2. KMC may purchase additional HFPL from October 2, 2003 to October 1, 2004. Sprint will not provide access to additional HFPL after October 1, 2004.
- 25.1.1.3. For the HFPL ordered October 2, 2003 to October 1, 2004, the price for HFPL portion of the Loop will be 25% of the applicable UNE Loop rate for October 2, 2003 through October 1, 2004.
- 25.1.1.4. For HFPL ordered October 2, 2003 to October 1, 2004, the price for HFPL will be 50% of the applicable UNE Loop rate for October 2, 2004 through October 1, 2005.
- 25.1.1.5. For HFPL ordered October 2, 2003 to October 1, 2004, the price for HFPL will be 75% of the applicable UNE Loop rate for October 2, 2005 through October 1, 2006. After October 1, 2006, KMC must order a stand-alone loop or negotiate a line splitting arrangement with another Telecommunications Carrier.

25.1.2. Sprint shall provide access to the HFPL at its central office locations and at any accessible terminal in the outside copper loop plant, subject to KMC having an effective collocation agreement and the availability of space.

25.1.3. Sprint shall make the HFPL available to KMC in only those instances when Sprint is the provider of analog circuit-switched voice band service on that same copper loop to the same End User.

- 25.1.3.1. Sprint will not provide HFPL where copper facilities do not exist.
- 25.1.3.2. When requested, Sprint will move an end user's analog circuit switched voice band service from digital loop carrier derived service to spare copper facilities, if available, via the non-recurring charges listed in Table One at KMC's expense.
- 25.1.4. Reverse ADSL Loops. If a KMC's ADSL Transmission Unit (including those integrated into DSLAMs) is attached to Sprint's Network and if an ADSL copper loop should start at an outside location, and is looped through a host or remote, and then to the end user, the copper plant from the outside location to the Sprint host or remote central office must be a facility dedicated to ADSL transmission only and not part of Sprint's regular feeder or distribution plant.
- 25.1.5. In the event that the end user being served by KMC via HFPL terminates its Sprint-provided retail voice service, or when Sprint provided retail voice service is disconnected due to "denial for non-pay", Sprint shall provide reasonable notice to KMC prior to disconnect. KMC shall have the option of purchasing an entire stand-alone UNE digital loop if it wishes to continue to provide advanced services to that end user. If KMC notifies Sprint that it chooses this option, KMC and Sprint shall cooperate to transition DSL service from the HFPL to the stand-alone loop without any interruption of service pursuant to the provisions set forth below. If KMC declines to purchase the entire stand alone UNE digital loop, Sprint may terminate the HFPL.
- 25.1.6. Sprint will use reasonable efforts to accommodate the continued use by KMC as a stand-alone UNE digital loop of the copper loop facilities over which KMC is provisioning advanced services at the time that the Sprint-provided retail voice service terminates; provided that:
  - 25.1.6.1. adequate facilities are available to allow the provisioning of voice service over such other facilities, and
  - 25.1.6.2. KMC agrees to pay any additional ordering charges associated with the conversion from the provisioning of HFPL to a stand alone unbundled digital loop as specified in Table One (excluding conditioning charges).
- 25.1.7. If other such facilities do not exist and the End User being served by KMC via HFPL has its Sprint-provided retail voice service

terminated and another carrier ("Voice CLEC") seeks to purchase the copper loop facilities (either as resale or a UNE) over which KMC is provisioning advanced services at the time that the Sprint-provided retail voice service terminates, Sprint will continue to allow the provision of advanced services by KMC over the copper facilities as an entire stand-alone UNE digital loop until such time as the Voice CLEC certifies to Sprint that the End User has chosen the Voice CLEC for the provision of voice service over the existing facilities. Sprint will provide reasonable notice to KMC prior to disconnection.

**25.2. Information to be Provided**

- 25.2.1. In connection with the provision of HFPL, Sprint shall provide to KMC the information specified in Section 8.8.
- 25.2.2. In connection with the provision of HFPL, KMC shall provide to Sprint the information specified in Section 8.8.
- 25.2.3. In connection with the provision of HFPL, if KMC relies on a calculation-based approach to support deployment of a particular technology, it must provide Sprint with information on the speed and power at which the signal will be transmitted.

**25.3. Conditioning, Testing, Maintenance**

- 25.3.1. Sprint will condition HFPL in accordance with Section 24.2. Sprint will not condition the loop if such activity significantly degrades the quality of the analog circuit-switched voice band service on the loop.
- 25.3.2. If Sprint declines a KMC request to condition a loop and Sprint is unable to satisfy KMC of the reasonableness of Sprint's justification for such refusal, Sprint must make a showing to the Commission that conditioning the specific loop in question will significantly degrade voiceband services.
- 25.3.3. At the installation of retail voice service, and in response to reported trouble, Sprint will perform basic testing (simple metallic measurements) by accessing the loop through the voice switch. Sprint expects the KMC to deploy the testing capability for its own specialized services. If KMC requests testing other than basic installation testing as indicated above, Sprint and KMC will negotiate terms and charges for such testing.
- 25.3.4. Any additional maintenance of service conducted at KMC's request by Sprint on behalf of the KMC solely for the benefit of the KMC's services will be paid for by KMC at prices negotiated by Sprint and KMC.

**25.4. Deployment and Interference**

- 25.4.1.** In providing services utilizing the HFPL, Sprint shall allow KMC to deploy underlying technology that does not significantly interfere with other advanced services and analog circuit-switched voice band transmissions.
- 25.4.2.** Sprint shall employ industry accepted standards and practices to maximize binder group efficiency through analyzing the interference potential of each loop in a binder group, assigning an aggregate interference limit to the binder group, and then adding loops to the binder group until that limit is met. Disputes regarding the standards and practices employed in this regard shall be resolved through the Dispute Resolution Process set forth in Part B of this Agreement.
- 25.4.3.** Until long term industry standards and practices can be established, a particular technology using the high frequency portion of the loop shall be presumed acceptable for deployment under certain circumstances. Deployment that is consistent with at least one of the following circumstances presumes that such loop technology will not significantly degrade the performance of other advanced services or impair traditional analog circuit-switched voice band services:

  - 25.4.3.1.** Complies with existing industry standards, including an industry-standard PSD mask, as well as modulation schemes and electrical characteristics;
  - 25.4.3.2.** Is approved by an industry standards body, the FCC, or any state commission, or;
  - 25.4.3.3.** Has been successfully deployed by any CLEC without significantly degrading the performance of other services; provided however, where KMC seeks to establish that deployment of a technology falls within the presumption of acceptability under this paragraph, the burden is on KMC to demonstrate to the Commission that its proposed deployment meets the threshold for a presumption of acceptability and will not, in fact, significantly degrade the performance of other advanced services or traditional voice band services.
- 25.5.** If a deployed technology significantly degrades traditional analog circuit-switched voice band services, Sprint will notify the KMC and give them a reasonable opportunity to correct the problem. KMC will immediately stop any new deployment until the problem is resolved to mitigate

disruption of Sprint and other carrier services. If Sprint and the KMC are unable to resolve the problem, they will present factual evidence to the Commission for review and determination. If the Commission determines that the KMC's technology is the cause of the interference, the KMC will remedy the problem by reducing the number of existing customers utilizing the technology or by migrating them to another technology that does not disturb.

- 25.6. If a deployed technology significantly degrades other advanced services, the affected Party will notify the interfering party and give them a reasonable opportunity to correct the problem. The interfering Party will immediately stop any new deployment until the problem is resolved to mitigate disruption of other carrier services. If the affected parties are unable to resolve the problem, they will present factual evidence to the Commission for review and determination. If the Commission determines that the deployed technology is the cause of the interference, the deploying party will remedy the problem by reducing the number of existing customers utilizing the technology or by migrating them to another technology that does not disturb.
- 25.7. When the only degraded service itself is a known disturber and the newly deployed technology is presumed acceptable, the degraded service shall not prevail against the newly deployed technology.
- 25.8. If Sprint denies a request by KMC to deploy a technology, it will provide detailed, specific information providing the reasons for the rejection.

## **26. FORECAST**

- 26.1. KMC will provide monthly forecast information to Sprint updated quarterly on a rolling twelve-month basis for requests for analog Loops (including Subloops), digital Loops (including Subloops), and HFPL. An initial forecast meeting should be held soon after the first implementation meeting. A forecast should be provided at or prior to the first implementation meeting. The forecasts shall project the gain/loss of shared lines on a monthly basis by Sprint wire center and shall include a description of any major network projects planned by KMC that will affect the demand. Forecast information shall be subject to the confidentiality provisions of this Agreement. Forecast information will be used solely for network planning and operations planning and shall not be disclosed within Sprint except as required for such purposes. Under no circumstances shall KMC specific forecast information be disclosed to Sprint's retail organization (excluding solely those operational personnel engaged in network and operations planning), product planning, sales or marketing.
- 26.2. Upon request of either Party, the Parties shall meet to review their forecasts going forward if forecasts vary significantly from actual results.

- 26.3. Each Party shall provide a specified point of contact for planning purposes.

**27. INDEMNIFICATION**

- 27.1. Each Party, whether a CLEC or Sprint, agrees that should it cause any non-standard DSL technologies to be deployed or used in connection with or on Sprint facilities, that Party will pay all costs associated with any damage, service interruption or other telecommunications service degradation, or damage to the other Party's facilities.
- 27.2. For any technology, KMC represents that its use of any Sprint network element, or of its own equipment or facilities in conjunction with any Sprint network element, will not materially interfere with or impair service over any facilities of Sprint, its affiliated companies or connecting and concurring carriers, cause damage to Sprint's plant, impair the privacy of any communications carried over Sprint's facilities or create hazards to employees or the public. Upon reasonable written notice and after a reasonable opportunity to cure, Sprint may discontinue or refuse service if KMC violates this provision, provided that such termination of service will be limited to KMC's use of the element(s) causing the violation. Sprint will not disconnect the elements causing the violation if, after receipt of written notice and opportunity to cure, KMC demonstrates that their use of the network element is not the cause of the network harm.

**28. CALL-RELATED DATABASES**

- 28.1. Sprint will offer access to call-related databases, including, but not limited to, the Line Information database (LIDB), Toll Free Calling database, Number Portability database, Calling Name (CNAM) database, Advanced Intelligent Network (AIN) databases, and the AIN platform. Sprint reserves the right to decline to offer access to certain AIN software that qualifies for proprietary treatment.
- 28.2. Line Information Database (LIDB)
- 28.2.1. The LIDB is a transaction-oriented database that contains records associated with subscribers' Line Numbers and Special Billing Numbers. LIDB accepts queries in conjunction with unbundled local switching and provides appropriate responses. The query originator need not be the owner of LIDB data. LIDB queries include functions such as screening billed numbers to determine if the end user associated with the number has requested deny Collect or deny Third Number Billing call restrictions or whether a telephone line number based non-proprietary calling card has a valid Personal Identification Number (PIN).
- 28.2.2. Technical Requirements



- 28.2.2.1. Prior to the availability of Local Number Portability, Sprint shall enable KMC to store in Sprint's LIDB any subscriber Line Number of Special Billing Number record, whether ported or not, for which the NPA-NXX or NXX-01-XX Group is supported by that LIDB, and NPA-NXX and NXX-0/1XX Group Records, belonging to a NPA-NXX or NXX-0/1XX owned by KMC.
- 28.2.2.2. Subsequent to the availability of a long-term solution for Number Portability, Sprint, under the terms of a separate agreement with KMC, shall enable KMC to store in Sprint's LIDB any subscriber Line Number or Special Billing Number record, whether ported or not, regardless of the number's NPA-NXX or NXX-0/1XX.
- 28.2.2.3. Sprint shall perform the following LIDB functions for KMC's subscriber records in LIDB: Billed Number Screening (provides information such as whether the Billed Number may accept Collect or Third Number Billing calls); and Calling Card Validation.
- 28.2.2.4. Sprint shall process KMC's subscribers' records into LIDB at Parity with Sprint subscriber records. With respect to other LIDB functions Sprint shall indicate to KMC what additional functions (if any) are performed by LIDB in their network.
- 28.2.2.5. Sprint shall perform backup and recovery of all of KMC's data in LIDB at Parity with backup and recovery of all other records in the LIDB, including sending to LIDB all changes made since the date of the most recent backup copy.
- 28.2.3. Compensation and Billing
  - 28.2.3.1. Access by KMC to LIDB information in Sprint's LIDB Database - KMC shall pay a per query charge as detailed in Sprint's applicable tariff or published price list.
  - 28.2.3.2. Access to Other Companies' LIDB Database - Access to other companies' LIDB shall be provided at a per query rate established for hubbing of \$0.0035 and a rate for LIDB queries and switching of \$0.065 for a combined rate of \$0.0685.

- 28.2.4. Authorized Uses of Sprint's LIDB Database - Use of Sprint's LIDB Database by KMC and KMC's customers is limited to obtaining LIDB responses and using the information contained in those responses only on a call by call basis and only to support service related to a call in progress. KMC will not capture, cache, or store any information contained in a LIDB response. KMC will prohibit in its tariff or contracts with its customers or other third parties the capture, caching or storage of LIDB response information and passing of any information obtained from a LIDB query response on to any third party.

**28.3. Calling Name Database (CNAM)**

- 28.3.1. The CNAM database is a transaction-oriented database accessible via the CCS network. It contains records associated with subscribers' Line Numbers and Names. CNAM accepts queries from other Network Elements and provides the calling name. The query originator need not be the owner of CNAM data. CNAM provides the calling parties' name to be delivered and displayed to the terminating caller with 'Caller ID with Name'.
- 28.3.2. Technical Requirements
  - 28.3.2.1. Storage of KMC Caller Names in the Sprint CNAM Database is available under the terms of a separate contract.
  - 28.3.2.2. Sprint shall provide access to Sprint CNAM database for purpose of receiving and responding to CNAM Service Queries.
- 28.3.3. Compensation and Billing
  - 28.3.3.1. Access by KMC to CNAM information in Sprint's CNAM Database - KMC shall pay a per query charge as detailed in Sprint's applicable tariff or published price list.
  - 28.3.3.2. Access to Other Companies' CNAM Database - Access to other companies CNAM shall be provided at a per query rate established for hubbing of \$0.0035 and a rate for CNAM queries and switching of \$0.016 for a combined rate of \$0.0195.
- 28.3.4. Authorized Uses of Sprint's CNAM Database - Use of Sprint's CNAM Database by KMC and KMC's customers is limited to obtaining CNAM responses and using the information contained in those responses only on a call by call basis and only to support service related to a call in progress. KMC will not capture, cache,

or store any information contained in a CNAM response. KMC agrees to prohibit via its tariff or contracts with its customers or other third parties the capture, caching or storage of CNAM response information and the passing or resale of any information obtained from a CNAM query response on to any third party.

**28.4. Toll Free Number Database**

28.4.1. The Toll Free Number Database provides functionality necessary for toll free (e.g., 800 and 888) number services by providing routing information and additional vertical features (i.e., time of day routing by location, by carrier and routing to multiple geographic locations) during call setup in response to queries from KMC's switch. The Toll Free records stored in Sprint's database are downloaded from the SMS/800. Sprint shall provide the Toll Free Number Database in accordance with the following:

**28.4.1.1. Technical Requirements**

28.4.1.1.1. The Toll Free Number Database shall return IXC identification and, where applicable, the queried toll free number, translated numbers and instructions as it would in response to a query from a Sprint switch.

**28.4.2. Compensation and Billing**

28.4.2.1. Access by KMC to the Toll Free Number Database Information - KMC shall pay a per query charge as detailed in Sprint's applicable tariff or published price list.

28.4.3. Authorized Uses of Sprint's Toll Free Database - Use of Sprint's Toll Free Database by KMC and its customers is limited to obtaining information, on a call-by-call basis, for proper routing of calls in the provision of toll free exchange access service or local toll free service.

**28.5. Local Number Portability Local Routing Query Service**

28.5.1. TCAP messages originated by KMC's SSPs and received by Sprint's database will be provided a response upon completion of a database lookup to determine the LRN. This information will be populated in industry standard format and returned to KMC so that it can then terminate the call in progress to the telephone number now residing in the switch designated by the LRN. Sprint shall provide the LNP Query Service in accordance with

the following:

**28.5.1.1. Technical Requirements**

28.5.1.1.1. KMC agrees to obtain, prior to the initiation of any query or other service under this Agreement, a NPAC/SMS User Agreement with Lockheed. KMC will maintain the NPAC/SMS User Agreement with Lockheed, or its successor, as long as it continues to make LNP queries to the Sprint database. Failure to obtain and maintain the NPAC/SMS User Agreement is considered a breach of this Agreement and is cause for immediate termination of service. Sprint shall not be liable for any direct or consequential damages due to termination because of lack of a NPAC/SMS User Agreement.

28.5.1.1.2. First Usage Notification - Sprint will provide KMC with notification of the first ported number order processed in each NPA/NXX eligible for porting. This shall be provided via E-mail to KMC's designee on a mutually agreeable basis.

**28.5.2. Compensation and Billing**

28.5.2.1. Access by KMC to the LNP Database information -  
- KMC shall pay a per query charge as detailed in Sprint's applicable tariff or published price list.

28.5.2.2. NPAC Costs - Sprint's LNP Database service offering does not include the cost of any charges or assessments by Number Portability Administrative Centers, whether under the NPAC/SMS User Agreement with Lockheed, or otherwise, or any charges assessed directly against KMC as the result of the FCC LNP Orders or otherwise by any third-party. These costs include the costs assessed against telecommunications carriers to pay for NPAC functions as permitted by the FCC and applicable legal or regulatory bodies. Sprint shall have no liability to KMC or the NPAC for any of these fees or charges applicable to KMC, even though it may pay such charges for other Sprint

companies.

29. SIGNALING NETWORK INTERCONNECTION

29.1. Sprint will offer interconnection to its signaling transfer points (STPs) for KMC switches which connect to Sprint's STPs via "A" links or for KMC's "B or D" links which are dedicated to the transport of signaling for local interconnection.

29.2. Signaling Systems

29.2.1. Signaling Link Transport

29.2.1.1. Signaling Link Transport is a set of two or four dedicated 56 Kbps transmission paths between KMC-designated Signaling Points of Interconnection (SPOI) that provides appropriate physical diversity and a cross connect at a Sprint STP site.

29.2.1.2. Technical Requirements. Signaling Link transport shall consist of full duplex mode 56 Kbps transmission paths.

29.2.2. Signaling Transfer Points (STPs)

29.2.2.1. STPs provide functionality that enable the exchange of SS7 messages among and between switching elements, databases and third party signaling transfer points.

29.3. Technical Requirements. STPs provide interconnection to the functions of signaling networks or to third party SS7 networks connected to the Sprint SS7 network. These functions include:

29.3.1. Sprint Local Switching or Tandem Switching;

29.3.2. Sprint Service Control Points (SCPs)/Databases if arranged for under separate agreements;

29.3.3. Third-party local or Tandem Switching systems subject to any additional conditions or terms of the Third Party and

29.3.4. Third party provider STPs subject to any additional conditions or terms of the Third Party.

29.4. Interface Requirements. Sprint shall provide the following STP options to connect KMC or KMC-designated local switching systems or STPs to the Sprint SS7 network:

29.4.1. An A-link interface from KMC local switching systems; and

29.4.2. B- or D-link interface from KMC STPs.

29.4.3. Each type of interface shall be provided by one or more sets

(layers) of signaling links, as follows:

29.4.3.1. An A-link layer shall consist of two links,

29.4.3.2. A B- or D-link layer shall consist of four links,

- 29.5. Signaling Point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where the Sprint STP is located. Interface to Sprint's STP shall be the 56kb rate. The 56kb rate can be part of a larger facility, and KMC shall pay multiplexing/demultiplexing and channel termination, plus mileage of any leased facility.

## PART F – INTERCONNECTION

### 1. LOCAL INTERCONNECTION TRUNK ARRANGEMENT

This Interconnection Part F sets forth the terms and conditions under which KMC and Sprint will interconnect their networks for the transmission and mutual exchange of telephone exchange traffic and exchange access traffic.

Interconnection shall be provided in accordance with Applicable Law including §51.305.

- 1.1. The Parties shall reciprocally terminate Local Traffic, ISP-Bound Traffic, Transit Traffic (including CMRS traffic) and IntraLATA/InterLATA toll calls originating on the other Party's network as follows:

- 1.1.1. The Parties shall make available to each other two-way trunks for the reciprocal exchange of combined Local Traffic, ISP-Bound Traffic and non-equal access IntraLATA toll traffic ("Local Interconnection Trunk Group").

- 1.1.1.1. At KMC's election, and absent engineering or other technical limitations, the Parties agree to utilize two-way trunks (one-way directionalized) or two-way trunks (two-way directionalized). Post implementation, the parties will work cooperatively on any related issues including billing to convert two-way trunks (one way directionaled) to full two-way trunks (two-way bi-directional). The parties agree to form an implementation team consistent with the interconnection agreement to resolve issues relating to the implementation of two-way interconnection trunks, including billing issues. This also includes issues such as routing of traffic and capacity assessment-to assure blockages do not occur for either Party.

- 1.1.2. Separate two-way trunks will be made available for the exchange of equal-access local transit traffic, InterLATA, and IntraLATA interexchange traffic that transits Sprint's network.
  - 1.1.3. KMC may use the same physical facilities (e.g., dedicated transport access facilities, dedicated transport UNE facilities) to provision trunk groups that carry telecommunications traffic, provided such combination of traffic is technically feasible and not for the purpose of avoiding access charges.
  - 1.1.4. Sprint shall provide trunking in accordance with applicable Telcordia and other industry standards.
  - 1.1.5. At KMC's request, Sprint shall provide for overflow routing from a given KMC trunk group or groups onto another KMC trunk group or groups as KMC designates.

- 1.1.6. Sprint and KMC shall agree on the establishment of two-way trunk groups for the exchange of traffic for other IXCs. These trunk groups can be provided in a “meet point” arrangement.
- 1.1.7. Separate trunks will be utilized for connecting KMC’s switch to each 911/E911 tandem.
  - 1.1.7.1. Notwithstanding the foregoing, the Parties agree that where KMC represents and warrants to Sprint that it will only offer data services and will not provide voice service to its end users over the network elements furnished by Sprint, separate trunks will not be required for connection of KMC’s switch to the 911/E911 tandem.
    - 1.1.7.1.1. KMC understands and agrees that, should it provide voice service, it is required to meet all applicable 911 service requirements in accordance with Applicable Law; and
    - 1.1.7.1.2. KMC agrees to begin implementing access to 911 to meet its obligations sufficiently in advance of the planned implementation of voice service to meet its 911 requirements.
- 1.1.8. Separate trunk group for Directory Assistance and/or Operator Services from Sprint. KMC, at its option, may establish trunks from its own Operator Services platform directly to Sprint’s Operator Service center.
- 1.1.9. Intentionally Left Blank.
- 1.1.10. At either Party's request, the Parties agree to work cooperatively to determine the feasibility of combining Local/IntraLATA Trunk Groups and IXC/Transit Trunk Groups on single Interconnection Trunk Groups ("Joint Interconnection Trunk Groups"). Whenever the use of Joint Interconnection Trunk Groups is determined to be feasible by the Parties and ordering and billing procedures have been established:
  - 1.1.10.1. KMC may order new Joint Interconnection Trunk Groups in accordance with such ordering and billing procedures. In addition, at KMC's written request, the Parties will work together in good faith to convert existing Local/IntraLATA Trunk Groups and IXC Trunk Groups into Joint Interconnection Trunk Groups; provided that the Parties will complete such conversions within an interval and at appropriate charges negotiated by the Parties.
- 1.1.11. Sprint will cooperate with the KMC to install trunk group(s), at



KMC's expense if legacy OS/DA interfaces require a special interconnection arrangement to allow transport of KMC originating OS/DA calls that terminate to AT&T.

## 1.2. Points of Interconnection

Methods of obtaining interconnection and access to unbundled elements under section 251 of the Act shall be in accordance with Applicable Law including § 51.321.

Physical Point of Interconnection ("POI") means the physical point that establishes the technical interface, the test point, and the operational responsibility hand-off between KMC and Sprint for the local interconnection of their networks.

### Sprint proposed language:

**1.2.1. Physical Point of Interconnection. KMC must establish a minimum of one (1) Physical POI at any Technically Feasible point on Sprint's network within in each LATA in which KMC interconnects with Sprint. The POI may be at any Technically Feasible point including, but not limited to, any electronic or manual cross-connect points, Collocations, entrance facilities, and mid-span meets. KMC will be responsible for engineering and maintaining its network on its side of the POI. Sprint will be responsible for engineering and maintaining its network on its side of the POI. If and when the Parties choose to interconnect at a mid-span meet, KMC and Sprint will jointly provision the facilities that connect the two (2) networks. Sprint reserves the right to establish its own Physical POI if CLEC elects to file, and the Commission approves, CLEC's cost studies for transport,**

### KMC proposed language:

**1.2.1. Physical Point of Interconnection. KMC must establish a minimum of one (1) Physical POI at any Technically Feasible point on Sprint's network within in each LATA in which KMC interconnects with Sprint. The POI may be at any Technically Feasible point including, but not limited to, any electronic or manual cross-connect points, Collocations, entrance facilities, and mid-span meets. KMC will be responsible for provisioning, engineering, maintenance, and cost of facilities its network on its side of the POI. Sprint will be responsible for provisioning, engineering, maintenance, and cost of facilities on its side of the POI. If and when the Parties choose to interconnect at a mid-span meet, KMC and Sprint will jointly provision the facilities that connect the two (2)**

**networks. When KMC leases facilities provided by Sprint for interconnection between the KMC point of presence and the POI, Sprint will provide these facilities at TELRIC rates.**

1.2.1.3. The Parties may agree to additional POIs at any Technically Feasible point.

- 1.2.2. If and when the Parties choose to interconnect at a mid-span meet, KMC and Sprint will jointly provision the facilities that connect the two networks. The Parties shall mutually agree on a mid-span point within the LATA and within Sprint's service territory in accordance with Applicable Law, and each Party will pay 100% of the costs of the facilities from the mid-span point to its network. Sprint will be the "controlling carrier" for purposes of MECOD guidelines.
- 1.2.3. If third party (*i.e.* Competitive Access Provider or "CAP") leased facilities are used for interconnection, the Physical POI will be defined as the Sprint office in which the third party's leased circuit terminates.
- 1.2.4. If KMC utilizes leased facilities under a meet point arrangement between Sprint and a third party (*i.e.* a connecting ILEC) the Physical POI will be Sprint office where the leased facility terminates.

**Sprint proposed language:**

- 1.2.5. **CLEC must compensate Sprint for the transport of ISP bound traffic when transport of such traffic is required outside Sprint's Local Calling Area where the call originates to deliver the traffic to the POI. Such transport will be at TELRIC based transport rates.**

**KMC proposed language:**

**1.2.5. Intentionally left blank.**

- 1.2.6. The Parties, to meet their obligations of this Attachment, may purchase transport from the other Party for transport and termination of traffic.
- 1.2.7. All charges, both non-recurring and recurring, associated with transport between Sprint and KMC shall be in accordance with Applicable Law. For two-way trunking that carries both Parties' traffic, including trunking that carries Transit Traffic, each Party shall pay its proportionate share of the recurring charges for transport facilities and nonrecurring charges for facility additions based on the

percentage of the total traffic originated by that Party. The Parties shall mutually agree to the applicable percentages twice per year based on the previous six (6) months' minutes of use billed by each Party. Each Party shall pay its proportionate share of the nonrecurring charges for initial facilities based on the joint forecasts for circuits as agreed upon by the Parties. Each Party shall be responsible for ordering and paying for any facilities for two-way trunks carrying only its transit traffic.

### 1.3. Technical Requirements for Interconnection

#### 1.3.1. Interconnection at the Sprint Tandem:

- 1.3.1.1. Interconnection to Sprint Tandem Switch(es) will provide KMC local interconnection for local service purposes to the Sprint end offices and NXXs which subtend that tandem(s), where local trunking is provided, and access to the toll network.
- 1.3.1.2. Interconnection to a Sprint Tandem for transit purposes will provide access to telecommunications carriers which are connected to that Tandem Switch.
- 1.3.1.3. Where a Sprint Tandem Switch also provides End-Office Switch functions, interconnection to a Sprint tandem serving that exchange will also provide KMC access to Sprint's end offices.

#### 1.3.2. Interconnection at the Sprint End Office

- 1.3.2.1. Interconnection to Sprint End Office Switch will provide KMC local interconnection for local service purposes to the Sprint NXX codes served by that end office and any Sprint NXXs served by remotes that subtend those End Offices.

### 1.4. Joint Fiber Facilities.

#### 1.4.1. Joint Optical Interconnection

- 1.4.1.1. Upon mutual agreement by both Parties, the Parties may interconnect using a Joint Optical Interconnection. If the Parties interconnect pursuant to a Joint Optical Interconnection (JOI) arrangement, KMC and Sprint shall jointly engineer and operate a Synchronous Optical Network ("SONET") transmission system by which they shall interconnect their networks. The Parties shall work jointly to determine the specific transmission system. The Parties shall meet within a reasonable period of time to determine the technical specifications for the transmission

system, and existing systems shall be given priority in the selection of the specifications, provided the existing systems' capacity meets the Parties' combined two-year forecasts. The SONET transmission equipment deployed by the Parties must be compatible with the technical specifications determined by the Parties, and the Data Communications Channel (DCC) must be turned off

- 1.4.1.2. The Parties shall jointly coordinate and undertake maintenance of the SONET transmission system. Each Party shall be responsible for maintaining the components of their own SONET transmission system
- 1.4.1.3. Sprint shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the Sprint Interconnection Wire Center ("BIWC").
- 1.4.1.4. KMC shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the KMC Interconnection Wire Center ("KMC Wire Center").
- 1.4.1.5. KMC shall designate a manhole or other suitable entry way located outside the BIWC and Sprint shall make all necessary preparations to receive and to allow and enable KMC to deliver fiber optic facilities into that manhole, providing sufficient spare length of Optical Fire Resistance ("OFR") cable to reach the Fiber Optical Terminal ("FOT") equipment in the BIWC. KMC shall deliver and maintain such strands wholly at its own expense. Sprint shall take the fiber from the manhole and terminate it inside the BIWC in the FOT equipment at Sprint's expense.
- 1.4.1.6. Sprint shall designate a manhole or other suitable entry way outside KMC's Wire Center and KMC shall make all necessary preparations to receive and to allow and enable Sprint to deliver fiber optic facilities into that manhole, providing sufficient spare length of OFR cable to reach the FOT equipment at KMC's Wire Center. Sprint shall deliver and maintain such strands wholly at its own expense. KMC shall take the fiber from the manhole and terminate it inside KMC's Wire Center in the FOT equipment at KMC's expense.
- 1.4.1.7. The Parties shall use the Joint Fiber Facility for delivery of traffic, including Local, transit and IntraLATA, between the Parties. Provided, however, special access traffic shall not be routed over the Joint Fiber Facility.

- 1.4.1.8. Notwithstanding the provisions of Attachment, neither Party shall charge the other for the use of the JOI facility for the transmission of traffic to the other Party's location. However, appropriate call transport and termination charges and switched access charges, associated with the rest of either Party's network, for Local Traffic and IntraLATA toll traffic shall apply in accordance with this Agreement and applicable Commission-approved switched access tariffs. Nothing in this Agreement shall alter the charges assessed by either Party to a third party carrier for delivery of transit traffic. Charges for the use of the JOI for transit traffic shall be billed by KMC to the appropriate carrier.
- 1.4.1.9. Each Party shall use its best efforts to ensure that fiber received from the other Party will enter the Party's Wire Center through an entrance facility separate from that from which the Party's own fiber exited.
- 1.4.1.10. The Parties shall work cooperatively to determine the assignment control of the fiber strands that will be used for the JOI facility.
- 1.4.1.11. The Parties shall cooperate with one another for the purpose of maintaining and testing the fiber-optic cable.
- 1.4.1.12. Unless otherwise limited by existing equipment constraints in subsection 1.3.1.1, above, the minimum data rate hand off of the SONET transmission system must be at OC-48. Unless otherwise mutually agreed, the OC-48 system will be activated in OC-12 increments. Trunks using the OC-48 transmission system shall be combined at the DS0, DS1, DS3, STS1, and OCn levels.

#### 1.4.2. Fiber Meet.

- 1.4.2.1. If KMC elects to establish a Point of Interconnection with Sprint pursuant to a Fiber Meet, KMC and Sprint shall jointly engineer and operate a Synchronous Optical Network ("SONET") transmission system, where available, by which they shall interconnect their networks for the transmission and routing of traffic via a Local Channel facility. The Parties shall work jointly to determine the specific transmission system. The Parties shall meet within a reasonable period of time to determine the technical specifications for the transmission system, and existing systems shall be given priority in the selection of the specifications, provided the existing systems' capacity meets the Parties' combined two-year forecasts. The

SONET transmission equipment deployed by the Parties must be compatible with the technical specifications determined by the Parties, and the Data Communications Channel (DCC) must be turned off.

- 1.4.2.2. Sprint shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the Sprint Interconnection Wire Center ("SIWC").
- 1.4.2.3. KMC shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the KMC Interconnection Wire Center ("KMC Wire Center").
- 1.4.2.4. The Parties shall designate a Point of Interconnection, not within either Party's wire center, as a Fiber Meet point, and shall make all necessary preparations to receive, and to allow and enable KMC to deliver, fiber optic facilities into the Point of Interconnection with sufficient spare length to reach the fusion splice point at the Point of Interconnection. Sprint shall, wholly at its own expense, procure, install, and maintain the fusion splicing point in the Point of Interconnection. A Common Language Location Identification ("CLLI") code, which must be a building type code, will be established for each Point of Interconnection and will be noted properly on orders between the Parties.
- 1.4.2.5. Each Party shall deliver and maintain its fiber wholly at its own expense. Upon request by KMC, Sprint shall allow KMC access to the Fiber Meet entry point for maintenance purposes as promptly as possible.
- 1.4.2.6. The Parties shall jointly coordinate and undertake maintenance of the SONET transmission system. Each Party shall be responsible for maintaining the components of their own SONET transmission system.
- 1.4.2.7. Each Party will be responsible for (i) providing its own transport facilities to the Fiber Meet, and (ii) the cost to build-out its facilities to such Fiber Meet.
- 1.4.2.8. Neither Party shall charge the other for its portion of the Fiber Meet facility used exclusively for non-transit local traffic (i.e. the Local Channel). Charges incurred for other services including dedicated transport facilities to the Point of Interconnection if applicable will apply. Charges for Switched and Special Access Services shall be billed to the appropriate carrier in accordance with the applicable Commission approved switched access service tariff.

- 1.4.2.9. Unless otherwise limited by existing equipment constraints in §1.3.2.1, above, the minimum data rate hand off of the SONET transmission system must be at OC-48. Unless otherwise mutually agreed, the OC-48 system will be activated in OC-12 increments. Trunks using the OC-48 transmission system shall be combined at the DS0, DS1, DS3, STS1, and OCn levels.

## **2. INTERCONNECTION COMPENSATION MECHANISMS**

Scope of transport and termination pricing rules in accordance with Applicable Law including § 51.701.

### **2.1. Interconnection Compensation**

2.1.1. Each Party is responsible for bringing its facilities to the POI..

2.1.2. Intentionally left blank.

2.1.3. Intentionally left blank.

### **2.2. Compensation for Local Traffic Transport and Termination. Reciprocal compensation obligation of the Parties in accordance with Applicable Law including § 51.703.**

2.2.1. The POI determines the point at which the originating carrier shall pay the terminating carrier for the completion of traffic. The following compensation elements shall apply:

2.2.1.1. "Transport," which includes the two (2) rate elements, dedicated and common transport, of transmission and any necessary Tandem Switching of Local Traffic from the interconnection point between the two (2) carriers to the terminating carrier's end-office switch that directly serves the called end-user; and

2.2.1.2. "Termination," which includes the switching of Local Traffic at the terminating carrier's end office switch.

2.3. When a KMC subscriber places a call to Sprint subscribers, KMC will hand off that call to Sprint at the POI. Conversely, when Sprint hands over Local Traffic to KMC for KMC to transport and terminate, Sprint must use an established POI, or POIs, within the LATA.

2.3.1. Intentionally left blank.

2.4. When the Physical POI is at the Sprint Tandem Switch, KMC shall pay a charge for Tandem Switching, common transport to the end office and end-office termination.

2.4.1. Charges billed to Sprint by KMC for the transport and termination of

Local Telecommunications Traffic will be equal to those that Sprint assesses the KMC for the same services. Where CLEC is interconnected at a Sprint tandem and Sprint delivers its traffic to CLEC directly from an end office, Sprint shall pay CLEC end office termination. Where CLEC is interconnected at a Sprint tandem and Sprint delivers its traffic to CLEC from the tandem and the CLEC switch serves a geographical area greater than or equal to the area served by the Sprint tandem, Sprint shall pay CLEC for Tandem Switching, common transport, and end-office termination. If the CLEC switch serves a geographical area less than the area served by the Sprint tandem, Sprint shall pay CLEC end-office termination

2.4.2. Intentionally left blank.

2.4.3. Intentionally left blank.

2.4.4. KMC may choose to establish direct trunking to any given end office, where Technically Feasible. For calls terminating from KMC to subscribers served by these directly-trunked end offices, KMC shall also pay for end office termination. For calls terminating from Sprint to KMC, Sprint shall also pay for end office termination.

### 3. SIGNALING

- 3.1. Signaling protocol. The parties will interconnect their networks using SS7 signaling where technically feasible and available as defined in FR 905 Telcordia Standards including ISDN user part (ISUP) for trunk signaling and TCAP for CCS-based features in the interconnection of their networks. All Network Operations Forum (NOF) adopted standards shall be adhered to.
- 3.2. The Parties will provide CCS to each other in conjunction with all trunk groups supporting Local Traffic and transit and toll traffic. The Parties will cooperate on the exchange of TCAP messages to facilitate full interoperability of CCS-based features between their respective networks, including all CLASS features and functions. The exchange of TCAP messages will be on a bill-and-keep basis for messages associated with local traffic. Nothing in this agreement shall be construed to mean that CNAM information or any other queries such as Toll Free Database, Local Number Portability or LIDB will be exchanged on a bill-and-keep basis. All available CCS signaling parameters will be provided including, but not limited to ANI, originating line information ("OLI"), calling party category, Charge Number, and CPN. All privacy indicators will be honored. For terminating FGD, Sprint will pass CPN if it receives CPN from FGD carriers. All privacy indicators will be honored. Where available, network signaling information such as transit network selection ("TNS") parameter (CCS platform) and CIC/OZZ information (non-CCS environment) will be provided by KMC wherever such information is



needed for call routing or billing. The Parties will follow all OBF adopted standards pertaining to TNS and CIC/OZZ codes.

3.3. Refer to Part E, for detailed terms of SS7 Network Interconnection.

3.4. Standard interconnection facilities shall be extended superframe (ESF) with B8ZS line code. Where ESF/B8ZS is not available, KMC will agree to use other interconnection protocols on an interim basis until the standard ESF/B8ZS is available. Sprint will provide anticipated dates of availability for those areas not currently ESF/B8ZS compatible.

3.4.1. Where KMC is unwilling to utilize an alternate interconnection protocol, KMC will provide Sprint an initial forecast of 64 Kbps clear channel capability ("64K CCC") trunk quantities within thirty (30) days of the Effective Date consistent with the forecasting agreements between the parties. Upon receipt of this forecast, the parties will begin joint planning for the engineering, procurement, and installation of the segregated 64K CCC Local Interconnection Trunk Groups, and the associated ESF facilities, for the sole purpose of transmitting 64K CCC data calls between KMC and Sprint. Where additional equipment is required, such equipment would be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job for IXC, KMC, or Sprint internal customer demand for 64K CCC trunks. If technically feasible these trunks will be established as two-way.

#### **4. NETWORK SERVICING**

##### **4.1. Trunk Forecasting**

4.1.1. The Parties shall work towards the development of joint forecasting responsibilities for traffic utilization over trunk groups. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and or equipment are available. The Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities are not available. Intercompany forecast information must be provided by the Parties to each other twice a year. For markets where the Parties are not interconnected, the initial trunk forecast meeting should take place soon after the first implementation meeting. A forecast should be provided at or prior to the first implementation meeting. The semi-annual forecasts shall project trunk gain/loss on a monthly basis for the forecast period, and shall include:

4.1.1.1. Yearly forecasted trunk quantities (which include baseline data that reflect actual Tandem and end office Local Interconnection and meet point trunks and Tandem-

subtending Local Interconnection end office equivalent trunk requirements) for no more than two (2) years (current plus one (1) year);

4.1.1.2. The use of Common Language Location Identifier (CLLI-MSG), which are described in Telcordia documents BR 795-100-100 and BR 795-400-100;

4.1.1.3. Description of major network projects that affect the other Party will be provided in the semi-annual forecasts. Major network projects include but are not limited to trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities by either party that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.

4.1.2. Parties shall meet to review and reconcile their forecasts if forecasts vary significantly.

4.1.2.1. Intentionally left blank.

4.1.2.2. Intentionally left blank.

4.1.3. Each Party shall provide a specified point of contact, to include name, phone number, for planning forecasting and trunk servicing purposes.

4.1.4. Trunking can be established to Tandems or end offices or a combination of both via either one-way or two-way trunks. Trunking will be at the DS-0, DS-1, DS-3/OC-3 level, or higher, as agreed upon by KMC and Sprint.

4.1.5. The parties agree to abide by the following if the forecast vary significantly and a forecast cannot be agreed to: local interconnection trunk groups will be provisioned to the higher forecast. A blocking standard of one percent (1%) during the average busy hour shall be maintained. Should the Parties not agree upon the forecast, and the Parties engineer facilities at the higher forecast, the Parties agree to abide by the following:

- 4.1.5.1. In the event that one Party over-forecasts its trunking requirements by twenty percent (20%) or more, and the other Party acts upon this forecast to its detriment, the other Party may recoup any actual and reasonable expense it incurs.
- 4.1.5.2. The calculation of the twenty percent (20%) over-forecast will be based on the number of DS-1 equivalents for the total traffic volume to Sprint.
- 4.1.5.3. Expenses will only be recouped for non-recoverable facilities that cannot otherwise be used at any time within twelve (12) months after the initial installation for another purpose including but not limited to: other traffic growth between the Parties, internal use, or use with another Party.
- 4.2. Grade of Service. A blocking standard of one percent (1%) during the average busy hour, as defined by each Party's standards, for final trunk groups between a KMC end office and a Sprint access Tandem carrying meet point traffic shall be maintained. All other final trunk groups are to be engineered with a blocking standard of one percent (1%). Direct end office trunk groups are to be engineered with a blocking standard of one percent (1%).
- 4.3. Trunk Servicing. Orders between the Parties to establish, add, change or disconnect trunks shall be processed by use of an ASR, or another industry standard eventually adopted to replace the ASR for trunk ordering.
  - 4.3.1. As discussed in this Agreement, both Parties will jointly manage the capacity of local interconnection trunk groups. Sprint's trunk servicing group will send a trunk group service request ("TGSR") to KMC to trigger changes Sprint desires to the local interconnection trunk groups based on Sprint's capacity assessment. KMC will issue an ASR to Sprint:
    - 4.3.1.1. Within ten (10) business days after receipt of the TGSR upon review of and in response to Sprint's TGSR; or
    - 4.3.1.2. At any time as a result of KMC's own capacity management assessment, to begin the provisioning process.
  - 4.3.2. The standard interval used for the provisioning of local interconnection trunk groups shall be determined by subscriber desired due date, but in no event shall it be longer than ten (10) working days.
  - 4.3.3. Orders that comprise a major project that directly impacts the other Party may be submitted at the same time, and their implementation shall be jointly planned and coordinated. Major projects are those that require the coordination and execution of multiple orders or

related activities between and among Sprint and KMC work groups, including, but not limited to, the initial establishment of Local Interconnection or Meet Point trunk groups and service in an area, NXX Code moves, re-homes, facility grooming, or network rearrangements.

- 4.3.4. KMC and Sprint agree to exchange escalation lists which reflect contact personnel including vice president level officers. These lists shall include name, department, title, phone number, and fax number for each person. KMC and Sprint agree to exchange an up-to-date list on a quarterly basis.
- 4.3.5. Sprint agrees to provide traffic utilization reports to KMC for Interconnection trunks and End Offices subtending the tandem, for use by the Parties to determine End Office and Interconnection trunking requirements where KMC interconnects. The reports shall contain traffic utilization data reflected in industry standard format, with industry standard thresholds which can be used to determine the trunks needed to meet the traffic demand. The Parties agree to work cooperatively to develop and exchange these reports.
- 4.3.6. Exchange of traffic data enables each Party to make accurate and independent assessments of trunk group service levels and requirements. Parties agree to establish a timeline for implementing an exchange of traffic data utilizing the Data Interexchange Carrier (DIXC) process. The traffic data to be exchanged will include, but is not limited to, Originating Attempt Peg Count, Usage (measured in Hundred Call Seconds), Overflow Peg Count, and Maintenance Usage (measured in Hundred Call Seconds on a seven (7) day per week, twenty-four (24) hour per day, fifty-two (52) weeks per year basis. DIXC traffic data must be provided electronically using a method agreed to by the Parties, as it is collected.

## **5. NETWORK MANAGEMENT**

- 5.1. Protective Protocols. Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic toward each other's network, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure or focused overload. KMC and Sprint will immediately notify each other of any protective control action planned or executed.
- 5.2. Expansive Protocols. Where the capability exists, originating or terminating traffic reroutes may be implemented by either party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. Expansive controls will only be used when mutually agreed to by the parties.

- 5.3. Mass Calling. KMC and Sprint shall cooperate and share pre-planning information, where available, regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on the public switched network. Mass calling numbers are not cannot be used in conjunction with INP.

## **6. USAGE MEASUREMENT**

- 6.1. Each Party shall calculate terminating interconnection minutes of use based on standard AMA recordings made within each Party's network, these recordings being necessary for each Party to generate bills to the other Party. In the event either Party cannot measure minutes terminating on its network where technically feasible, the other Party shall provide the measuring mechanism or the Parties shall otherwise agree on an alternate arrangement.
- 6.2. Measurement of minutes of use over Local Interconnection trunk groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection trunk group will be totaled for the entire monthly bill period and then rounded to the next whole minute.
- 6.3. Prior to the commencement of billing for interconnection, each Party shall provide to the other, the PLU of the traffic terminated to each other over the Local Interconnection Trunk Groups.
  - 6.3.1. Intentionally left blank
  - 6.3.2. Intentionally left blank

## **7. TRANSIT TRAFFIC**

- 7.1. Transit Traffic means the deliver of traffic originated by or terminated to the end user of one Party and terminated to or originated by a third party telecommunications carrier through the other Party over the appropriate interconnection trunks. The following traffic types will be delivered by either Party: local traffic and intraLATA toll and switched access traffic; and intraLATA 800 traffic.
- 7.2. Terms and Conditions
  - 7.2.1. Each Party acknowledges that it is the originating Party's responsibility to enter into arrangements with each third party telecommunications carrier for the exchange of transit traffic to that third party, unless the Parties agree otherwise in writing.
  - 7.2.2. Each Party acknowledges that the transiting Party does not have any responsibility to pay any third telecommunications carrier charges for termination of any identifiable transit traffic from the originating Party. Both Parties reserve the right not to pay such charges on

behalf of the originating Party.

**7.3. Payment Terms and Conditions**

7.3.1. In addition to the payment terms and conditions contained in other sections of this Agreement, the Parties shall compensate each other for transit service as follows:

7.3.1.1. The originating Party shall pay to the transiting Party a transit service charge as set forth in Table One; and

7.3.1.2. If the terminating Party requests, and the transiting Party does not provide, the terminating Party with the originating record in order for the terminating Party to bill the originating Party, the terminating Party shall default bill the transiting Party for transited traffic which does not identify the originating Party.

**7.4. Billing Records and Exchange of Data**

7.4.1. Parties will use the best efforts to convert all networks transporting transit traffic to deliver each call to the other Party's network with SS7 Common Channel Interoffice Signaling (CCIS) and other appropriate TCAP messages in order to facilitate full interoperability and billing functions. The Parties agree to send all message indicators, including ANI, OLI, originating telephone number, local routing number and CIC.

7.4.2. The transiting Party agrees to provide the terminating Party information on traffic originated by a third party Telecommunications Carrier. To the extent Sprint incurs additional cost in providing this billing information, CLEC agrees to reimburse Sprint for its direct costs of providing this information.

7.4.3. To the extent that the industry adopts a standard record format for recording originating and/or terminating transit calls, both Parties agree to comply with the industry-adopted format to exchange records.

**8. INDIRECT TRAFFIC**

**8.1. Interconnection**

8.1.1. For purposes of exchanging Indirect Traffic there is no physical or direct point of interconnection between the Parties, therefore neither Party is required to construct new facilities or make mid-span meet arrangements available to the other Party for Indirect Traffic.

8.1.2. Interconnection to a Carrier location within a tandem serving area will provide Sprint with access to the Carrier's facilities within that

MTA and to other companies which are likewise connected to Carrier within that tandem serving area for local and toll service purposes.

8.2. Exchange Of Traffic

- 8.2.1. The Parties will send each other Indirect Traffic, and may also send each other Transit Traffic.
- 8.2.2. Each Party acknowledges that it is the originating Party's responsibility to enter into transiting arrangements with the third party providing the transit services. Each Party acknowledges that the transiting Party does not have any responsibility to pay any third party Telecommunications Carrier charges for termination of any identifiable Transit Traffic from the originating Party.
- 8.2.3. Each Party is responsible for the transport of originating calls from its network to its point of interconnection with the transiting Party.
- 8.2.4. Sprint reserves the right to require development and reporting of a jurisdictional usage factor indicating local/EAS, intrastate toll (access/toll) interstate access usage and CMRS, if applicable or KMC's actual usage reporting. Sprint and KMC reserve the right to measure and audit all traffic to ensure that proper rates are being applied. KMC agrees to work with Sprint to insure the necessary traffic data required for sampling purposes is available for such audit.

8.3. Compensation for Indirect Traffic

8.3.1. Non-Local and Non-Information Access Indirect Traffic

8.3.1.1. Compensation for the termination of non-Local traffic, non-ISP-Bound Traffic and the origination of 800 traffic between the interconnecting Parties shall be based on the applicable access charges in accordance with FCC and Commission Rules and Regulations.

8.3.1.2. Toll traffic, switched access, and special access traffic, if separately chargeable, shall be charged the appropriate rate out of the terminating Carrier's tariff or via other appropriate meet point access arrangements. Where exact transport mileage is not available, an average, arrived at by mutual agreement of the Parties, will be used.

8.3.2. Local Traffic and ISP-Bound Traffic. The rates set forth on Table One shall apply, in accordance with 4.

8.3.2.1. Indirect Traffic Terminating to Sprint

8.3.2.1.1. Each rate element utilized in completing a call shall be charged for completion of that call.

For example, a call terminating from Carrier through the transiting party, and the over Sprint facilities through a Sprint Tandem Switch to a Sprint End Office Switch would include charges from Sprint to Carrier for Common Transport to the Tandem Switch, Tandem Switching, Common Transport to the End Office Switch and End Office switching. A call terminating from Carrier through the transiting party, and then over Sprint facilities through a Sprint End Office Switch to a Sprint Remote Switch would include charges from Sprint to Carrier for Common Transport to the End Office Switch (except where the transiting party is collocated in the Sprint End Office), End Office switching, and Common Transport to the Remote Switch.

**8.3.2.2. Indirect Traffic Terminating to Carrier:**

**8.3.2.2.1.** For Indirect Traffic terminating on Carrier's network, Carrier will bill Sprint the same rates as Sprint charges Carrier for Indirect Local Traffic terminating on Sprint's network.

**8.3.3. Transit Traffic.** The originating Party shall pay the transiting Party for the rate elements used, including Common Transport and Tandem Switching rate elements.

**9. RESPONSIBILITIES OF THE PARTIES**

- 9.1.** Sprint and KMC agree to treat each other fairly, nondiscriminatorily, and equally for all items included in this Agreement, or related to the support of items included in this Agreement.
- 9.2.** KMC and Sprint shall share responsibility for all Control Office functions for Local Interconnection Trunks and Trunk Groups, and both parties shall share the overall coordination, installation, and maintenance responsibilities for these trunks and trunk groups.
- 9.3.** The Parties may agree, upon request from KMC, to establish quarterly Network Management joint meetings, via conference call or other forum to review forecasts, utilization reports, network design and any open issues related to the Interconnection or the Parties networks.
- 9.4.** KMC and Sprint shall:
  - 9.4.1.** Provide trained personnel with adequate and compatible test equipment to work with each other's technicians.



- 9.4.2. Notify each other when there is any change affecting the service requested, including the due date.
- 9.4.3. Coordinate and schedule testing activities of their own personnel, and others as applicable, to ensure its interconnection trunks/trunk groups are installed per the interconnection order, meet agreed-upon acceptance test requirements, and are placed in service by the due date.
- 9.4.4. Perform sectionalization to determine if a trouble is located in its facility or its portion of the interconnection trunks prior to referring the trouble to each other.
- 9.4.5. Advise each other's Control Office if there is an equipment failure which may affect the interconnection trunks.
- 9.4.6. Provide each other with a trouble reporting/repair contact number that is readily accessible and available twenty-four (24) hours/seven (7) days a week. Any changes to this contact arrangement must be immediately provided to the other party.
- 9.4.7. Provide to each other test-line numbers and access to test lines.
- 9.4.8. Cooperatively plan and implement coordinated repair procedures for the meet point and Local Interconnection trunks and facilities to ensure trouble reports are resolved in a timely and appropriate manner.

## PART G – LOCAL NUMBER PORTABILITY

### Section 1. Sprint Provision of Number Portability

1.1 Sprint shall provide number portability in accordance with requirements of the Act and FCC Rules and Regulations. Currently available interim number portability (“INP”) shall be provided by Sprint to KMC in accordance with FCC Rules and Regulations. INP shall be provided with minimum impairment of functionality, quality, reliability and convenience to subscribers of KMC services. Sprint shall provide number portability in conformance with FCC Rules and Regulations and the Act.

### Section 2. Interim Number Portability (“INP”)

2.1 INP shall be provided by Remote Call Forwarding (“RCF”) or Direct Inward Dialing (“DID”) or upon request, Route Indexing (“RI”), if technically feasible. KMC shall specify on a per telephone number basis which method of INP is to be employed and Sprint shall provide such method to the extent technically feasible.

2.2 Remote Call Forwarding. Remote Call Forwarding (“RCF”) is an INP method to provide subscribers with service-provider portability by redirecting calls within the telephone network. When RCF is used to provide interim number portability, calls to the ported number will first route to the Sprint switch to which the ported number was previously assigned. The Sprint switch will then forward the call to a number associated with the KMC designated switch to which the number is ported. KMC may order any additional paths to handle multiple simultaneous calls to the same ported telephone number.

2.3 Direct Inward Dialing. DID is an INP method that makes use of direct inward dialing trunks. Each DID trunk group used for INP is dedicated to carrying FLEX-DID INP traffic between the Sprint end office and the KMC switch. Traffic on these trunks cannot overflow to other trunks, so the number of trunks shall be conservatively engineered by Sprint. Also, inter-switch signaling is usually limited to multi-frequency (“MF”). This precludes passing CLID to the KMC switch.

2.4 Route Indexing. Route Indexing may take two forms: Route Index-Portability Hub (“RI-PH”) or Directory Number-Route Index (“DN-RI”). Route Indexing may be offered, upon request, once joint trials between Sprint and KMC or another CLEC have yielded mutually agreeable results. Trialing will include, but is not limited to, issues of interoperability requirements, trunking (*i.e.*, one way or two way), and signaling (*i.e.*, inband or SS7).

2.4.1 RI-PH will route a dialed call to the Sprint switch associated with the NXX of the dialed number. The Sprint switch shall then insert a prefix onto the dialed number which identifies how the call is to be routed to KMC. The prefixed dialed number is transmitted to the Sprint tandem switch to which KMC is connected. The prefix is removed by the operation of the tandem switch and the dialed number is routed to KMC's switch so the routing of the call can be completed by KMC.

2.4.2 DN-RI is a form of RI-PH that requires direct trunking between the Sprint switch to which the ported number was originally assigned and the KMC switch to which the number has been ported. The Sprint switch shall send the originally dialed number to the KMC switch without a prefix.

2.4.3. In the joint trials, KMC and Sprint will agree upon the type of Route Indexing that will be supported by Sprint. Sprint shall provide RI-PH or DN-RI on an individual telephone number basis. Where technically feasible, KMC may designate that calls to ported numbers are first directed to the KMC switch over direct trunks but may overflow to tandem trunks if all trunks in the direct group are occupied.

2.4.4 The trunking requirements will be agreed upon by Sprint and KMC resultant from trialing. These trunking options may include SS7 signaling, inband signaling, and may be one way or two way. For either RI-PH or DN-RI, the trunks used may be the same as those used for exchange of other Local Traffic and toll traffic between Sprint and KMC.

2.5 LERG Reassignment. Portability for an entire NXX shall be provided by utilizing reassignment of the block to KMC through the Local Exchange Routing Guide ("LERG"). Updates to translations in the Sprint switching office from which the telephone number is ported will be made by Sprint prior to the date on which LERG changes become effective, in order to redirect calls to the KMC switch via route indexing.

## 2.6 Other Currently Available Number Portability Provisions

2.6.1 Where SS7 is available, Sprint shall exchange with KMC, SS7 TCAP messages as required for the implementation of Custom Local Area Signaling Services ("CLASS") or other features available in the Sprint network, if technically feasible.

2.6.2 Upon notification that KMC will be initiating INP, Sprint shall disclose to KMC any technical or capacity limitations that would prevent use of the requested INP in the affected switching office. Sprint and KMC shall cooperate in the process of porting numbers to minimize subscriber out-of-service time, including updating switch translations where

necessary within five (5) minutes after notification that physical cut-over has been completed (or initiated), as KMC may designate.

2.6.3 For INP, KMC shall have the right to use the existing Sprint 911 infrastructure for all 911 capabilities. When RCF is used for KMC subscribers, both the ported numbers and shadow numbers shall be stored in ALI databases. KMC shall have the right to verify the accuracy of the information in the ALI databases.

2.6.4 When any INP method is used to port a subscriber, the donor provider must maintain the Line Information Database ("LIDB") record for that number to reflect appropriate conditions as reported to it by the porting service provider. The donor must outclear call records to KMC for billing and collection from the subscriber. Until such time as Sprint's LIDB has the software capability to recognize a ported number as KMC's, Sprint shall store the ported number in its LIDB at no charge and shall retain revenue for LIDB look-ups to the ported number. At such time as Sprint's LIDB has the software capability to recognize that the ported number is KMC's then, if KMC desires to store numbers on Sprint's LIDB, KMC shall comply with the requirements set forth in Attachment 3 of this Agreement.

2.6.5 Sprint should send a CARE transaction 2231 to notify the IXC that access is now provided by a new CLEC for that number.

### **Section 3. Number Portability ("NP")**

3.1 Each Party shall use reasonable efforts to facilitate the expeditious deployment of LNP consistent with the processes and implementation schedules for LNP deployment prescribed by the FCC. In connection with the provision of LNP, the Parties agree to support and comply with all relevant requirements or guidelines that may be adopted by the state Commission or the FCC. Such requirements and guidelines include, but are not limited to, ordering and provisioning process flows, SMS administration, NPAC administration, regression testing, and network architecture as described in the Second Report and Order (FCC 97-289). The Parties shall implement the generic requirements for LNP as ordered by the FCC and recommended by the NANC. The Parties shall work cooperatively to implement standards adopted by the North American Numbering Council (NANC) or telecommunications industry form.

3.2 The requirements for LNP shall include the following:

3.2.1 Subscribers must be able to change local service providers and retain the same telephone number(s) consistent with FCC Rules and Regulations.

3.3 SMS Administration. The Parties will work cooperatively with other local service providers to establish and maintain contracts for the LNP Service Management System (SMS).

3.4 Ordering. To port a telephone number using LNP, the Parties shall adhere to the procedures described in Attachment 8 of this Agreement.

### 3.5 Network Architecture

3.5.1 Architecture shall be consistent with the FCC's 2<sup>nd</sup> Report and Order.

3.6 Signaling. In connection with LNP, each Party agrees to use SS7 signaling in accordance with applicable FCC Rules and Orders.

3.7 N-1 Query. Sprint and KMC will adhere to the NANC recommendations as adopted by the FCC in Order No. 97-298, released August 18, 1997.

3.8 Porting of Reserved Numbers and Suspended Lines. Customers of each Party may port numbers, via LNP, that are in a denied state or that are on suspend status. In addition, Customers of each Party may port reserved numbers that the Customer has paid to reserve. Portable reserved numbers are identified on the Customer's CSR. In anticipation of porting from one Party to the other Party, a Party's subscriber may reserve additional telephone numbers and include them with the numbers that are subsequently ported to the other Party. It is not necessary to restore a denied number before it is ported.

3.9 Splitting of Number Groups. If blocks of subscriber numbers (including, but not limited to, DID numbers and MultiServ groups) are split in connection with an LNP request, the Parties shall permit such splitting. Sprint and KMC shall offer number portability to customers for any portion of an existing block of DID numbers without being required to port the entire block of numbers. Sprint and KMC shall permit end-users who port a portion of DID numbers to retain DID service on the remaining portion of numbers. If a Party requests porting a range of DID numbers smaller than a whole block, that Party shall pay the applicable charges for doing so as set forth in Attachment 1 of this Agreement.

3.10 Intercept Announcement - Cause Code 26. If a call to a ported number is routed to either Party's switch, even though the LRN signaled on the call is for the receiving Party's switch, then the receiving Party's switch will provide Cause Code 26 treatment either (i) by playing an appropriate intercept announcement; or (ii) by releasing the call back to the originating switch with the release cause shown as Code 26. The intercept announcement played in this situation will suggest that the call be re-tried at a later time; the caller must not be encouraged

to immediately retry the call. This subsection 3.10 shall not relieve the Parties of any of their LNP duties and obligations as set forth in this Section.

## **SECTION 4. REQUIREMENTS FOR INP AND NP**

### **4.1 Cut-Over Process**

Sprint and KMC shall cooperate in the process of porting numbers from one carrier to another so as to limit service outage for the ported subscriber.

4.1.1 For a Coordinated Cutover Environment, Sprint shall verbally coordinate with KMC the disconnect and switch translations as close to the requested time as possible. The coordination shall be pre-specified by KMC and agreed to by both Parties and in no case shall begin more than twenty (20) minutes after the agreed upon time.

4.1.2 For a Non-Coordinated Cutover Environment, Sprint shall schedule a mechanized update of disconnect and switch translations at the KMC requested cutover time. Such updates will be available to KMC at Parity with Sprint's own availability for such activity. Sprint shall provide an operations contact whom KMC can reach in the event manual intervention is needed to complete the cutover. In the event of manual intervention, and if Sprint is unable to resolve the issue within sixty (60) minutes, Sprint shall notify KMC of the issue and KMC and Sprint shall determine the plan to resolve it.

### **4.2 Testing**

4.2.1 Sprint and KMC shall cooperate in conducting KMC's testing to ensure interconnectivity between systems. Sprint shall inform KMC of any system updates that may affect the KMC network and Sprint shall, at KMC's request, perform tests to validate the operation of the network. Additional testing requirements may apply as specified by this Agreement.

### **4.3 Installation Time Frames**

4.3.1 If the installation of RCF INP must be coordinated with the installation of another Sprint provided service, then the applicable installation time frame shall be that of the other Sprint service being installed, or as mutually agreed when no such time frame has been previously established. Otherwise, the installation time frames for RCF INP shall be developed pursuant to the Implementation Plan as described in Part A, Section 34.

4.3.2 If a subscriber elects to move its Telephone Exchange Service back to Sprint while on an INP arrangement, Sprint shall notify KMC of the Subscriber's termination of service with KMC and the Subscriber's instructions regarding its telephone number(s) within two (2) business days of receiving notification from the Subscriber.

#### 4.4 Call Referral Announcements

4.4.1 Sprint shall allow KMC to order all referral announcements, and specify the particular announcement from Sprint's standard set of call referral announcement options, on a per telephone number basis, for telephone numbers which KMC has ported from Sprint to KMC and for which INP measures have, at KMC's direction, been terminated.

#### 4.5 Engineering and Maintenance

4.5.1 Sprint and KMC will cooperate to ensure that performance of trunking and signaling capacity is engineered and managed at levels which are at least at Parity with that provided by Sprint to its subscribers and to ensure effective maintenance testing through activities such as routine testing practices, network trouble isolation processes and review of operational elements for translations, routing and network fault isolation.

#### 4.6 Operator Services and Directory Assistance

With respect to operator services and directory assistance associated with NP for KMC subscribers, Sprint shall provide the following:

4.6.1 While INP is deployed and prior to conversion to NP:

4.6.1.1 Sprint shall allow KMC to order provisioning of Telephone Line Number ("TLN") calling cards and Billed Number Screening ("BNS"), in its LIDB, for ported numbers, as specified by KMC. Sprint shall continue to allow KMC access to its LIDB. Other LIDB provisions are specified in this Agreement; and

4.6.1.2 Where Sprint has control of Directory Listings for NXX codes containing ported numbers, Sprint shall maintain entries for ported numbers as specified by KMC.

#### 4.7 Number Reservation

4.7.1 When a subscriber ports to another service provider and has previously secured a reservation of line numbers from the donor provider for possible activation at some future point, these reserved but inactive numbers shall "port" along with the active numbers being ported by the

subscriber in order to ensure that the end user subscriber will be permitted to expand its service using the same number range it could use if it remained with the donor provider.



## **PART I - GENERAL BUSINESS REQUIREMENTS**

### **1. PROCEDURES**

#### **1.1. General Procedure Requirements**

##### **1.1.1. Contact with Subscribers**

1.1.1.1. Each Party at all times shall be the primary contact and account control for all interactions with its subscribers of that Party, except as specified by that Party. Subscribers include active subscribers as well as those for whom service orders are pending for that Party.

1.1.1.2. Each Party shall ensure that any of its personnel who may receive subscriber inquiries, or otherwise have opportunity for subscriber contact from the other Party's subscribers regarding the other Party's services: (i) provide appropriate referrals to subscribers who inquire about the other Party's services or products; (ii) do not in any way disparage or discriminate against the other Party, or its products or services; and (iii) do not provide information about its products or services during that same inquiry or subscriber contact.

1.1.1.3. Sprint shall not use KMC's request for subscriber information, order submission, or any other aspect of KMC's processes or services to aid Sprint's marketing or sales efforts.

##### **1.1.2. Expedite and Escalation Procedures**

1.1.2.1. Sprint and CLEC shall develop mutually acceptable escalation and expedite procedures which may be invoked at any point in the Service Ordering, Provisioning, Maintenance, and Subscriber Usage Data transfer processes to facilitate rapid and timely resolution of disputes. In addition, Sprint and CLEC will establish intercompany contacts lists for purposes of handling end user and other matters which require attention/resolution outside of normal business procedures within thirty (30) Days after CLEC's request. Each party shall notify the other party of any changes to its escalation contact list as soon as practicable before such changes are effective. 2

1.1.2.2. In addition, Sprint and KMC will establish intercompany contacts lists for purposes of handling subscriber and other matters which require attention/resolution outside of normal business procedures

within thirty (30) days after CLEC's request. Each party shall notify the other party of any changes to its escalation contact list as soon as practicable before such changes are effective.

- 1.1.2.2. No later than thirty (30) days after KMC's request Sprint and KMC shall jointly establish contingency and disaster recovery plans for those cases in which normal Service Ordering, Provisioning, Maintenance, Billing, and other procedures for Sprint's unbundled Network Elements, features, functions, and resale services are inoperable.

### 1.1.3. Operational and Technological Changes

- 1.1.3.1. Sprint shall notify KMC of any operational or technological changes (*e.g.*, network, systems interfaces) changes that are related to any services or Network Elements purchased by KMC in accordance with standard industry practices or applicable law. The Parties may mutually agree to shorter notice periods.

- 1.1.4. Subscriber of Record. Sprint shall recognize KMC as the Subscriber of Record for all Network Elements or services for resale ordered by KMC and shall send all notices, invoices, and information which pertain to such ordered services directly to KMC. KMC will provide Sprint with addresses to which Sprint shall send all such notices, invoices, and information.

## 1.2. Service Offerings

### 1.2.1. Changes in Service Offerings

- 1.2.1.1. Sprint shall notify KMC of any proposed changes in the terms and conditions under which it offers unbundled Network Elements including, but not limited to, the introduction or discontinuance of any features, functions, services, promotions, or changes in rates upon Sprint's filing of such change with the Commission, or as required by state notification guidelines, whichever is earlier.

- 1.2.1.2. Sprint shall provide KMC with access to new services, features and functions concurrent with Sprint's notice to KMC of such changes, if such service, feature or function is installed and available in the network or as soon thereafter as it is installed and available in the network, so that KMC may conduct market testing.

- 1.2.2. Essential Services. For purposes of Service restoration, Sprint shall designate an access line as an Essential Service Line ("ESL"), as

such term is defined under applicable state law or regulation, upon KMC's request and at Parity with Sprint's treatment of its own subscribers with regard to ESL.

1.2.3. **Blocking Services.** Upon request from KMC, employing Sprint-approved LSR documentation, Sprint shall provide blocking of 700, 900, and 976 services, or other services of similar type as may now exist or be developed in the future, and shall provide Billed Number Screening (BNS), including required LIDB updates, or equivalent service for blocking completion of bill-to-third party and collect calls, on a line, PBX, or individual service basis. Blocking shall be provided to the extent (a) it is an available option for the Telecommunications Service resold by KMC, or (b) it is technically feasible when requested by KMC as a function of unbundled Network Elements.

1.2.4. **Training Support.**

1.2.4.1. Sprint shall provide training, on a non-discriminatory basis, for all Sprint employees who may communicate, either by telephone or face-to-face, with KMC subscribers.

1.2.4.2. Sprint shall train KMC employees at a Sprint location of Sprint's choosing on any Sprint-owned or -developed systems and processes non-industry standard and which need to be used by KMC's employees or agent to carry out this Agreement and shall provide at least the same information available to Sprint employees. KMC will bear any and all travel expenses incurred by or on behalf of such employees in connection with attendance at such training sessions.

1.2.5. **Carrier Identification Codes**

1.2.5.1. Sprint shall provide to KMC the active Codes ("CIC") for both Dial 1 and 800 services for each of its access tandems and shall provide updates promptly as those codes change from time to time.

## **2. ORDERING AND PROVISIONING**

2.1. **Ordering and Provisioning Parity.** Sprint shall provide necessary ordering and provisioning business process support as well as those technical and systems interfaces as may be required to enable KMC to provide the same level and quality of service for all resale services, functions, features, capabilities and unbundled Network Elements as Sprint provides itself, its Affiliates or its own subscribers.

2.2. **National Exchange Access Center (NEAC)**

- 2.2.1. Sprint shall provide a NEAC or equivalent which shall serve as KMC's point of contact for all activities involved in the ordering and provisioning of Sprint's unbundled Network Elements, features, functions, and resale services. KMC shall have the ability to submit orders twenty-four (24) hours a day, seven (7) days a week.
- 2.2.2. The NEAC shall provide to KMC a nationwide telephone number (available from 6:00 a.m. to 8:00 p.m. Eastern Standard Time, Monday through Friday, and 8:00 am through 5:00 P.M. Eastern Standard Time on Saturday) answered by competent, knowledgeable personnel and trained to answer questions and resolve problems in connection with the ordering and provisioning of unbundled Network Elements (except those associated with local trunking interconnection), features, functions, capabilities, and resale services.
- 2.2.3. Sprint shall provide, as requested by KMC, through the NEAC, provisioning and premises visit installation support in the form of coordinated scheduling, status, and dispatch capabilities during Sprint's standard business hours and at other times as agreed upon by the parties to meet subscriber demand.
- 2.3. Street Index Guide (SIG). Within thirty (30) days of KMC's written request, or as otherwise mutually agreed, Sprint shall provide to KMC the SIG data, or its equivalent, in an electronic format mutually agreeable to the parties. All changes and updates to the SIG shall be provided to in a mutually agreed format and timeframe.
- 2.4. CLASS and Custom Features. Where generally available in Sprint's serving area, KMC may order the entire set of CLASS, CENTREX and Custom features and functions, a subset of any one of such features, or any Combination of such features.
- 2.5. Customer Payment History. Sprint will participate in NCTDE (National Consumer Telecommunications Data Exchange) and commit to providing NCTDE with two (2) years of historical information on UCAs for their local accounts and also report current UCA information in accordance with NCTDE required timelines for the purpose of providing KMC with third party access to Customer Payment History. Sprint will make the following Customer payment history information available in accordance with the NCTDE format to the extent the same is available for Sprint's own use for each Person or entity that applies for (i) local service; or (ii) intraLATA toll Telecommunications Service(s). As of the effective date of this Agreement, Sprint provides information to NCTDE regarding payment history of Sprint residential End Users. During the term of this

Agreement, Sprint will continue to provide such information to NCTDE provided that: (1) NCTDE continues to accept information from Sprint through the third party administrator Sprint currently uses in the same format and under the same terms and conditions as such information is currently provided; (2) the third party administrator that Sprint currently uses to provide such information to NCTDE continues to administer the data transmission function on Sprint's behalf on the same terms and conditions as exist currently; (3) NCTDE does not impose any charges on Sprint for Sprint's provision of such information; (4) Sprint is not required to join NCTDE as a participant or recipient of data from NCTDE in order to continue providing information as described herein; and (5) there is no change in law or enforcement of any existing law that, in Sprint's legal judgment, imposes an unreasonable risk on Sprint in connection with its provision of the information to NCTDE. The Parties agree that in the event Sprint ceases providing such information to NCTDE, the Parties will work cooperatively to develop a mutually acceptable alternative arrangement for Sprint to provide the information to KMC, either directly or through a third party. In determining whether such alternative arrangement will be acceptable to either Party, the Parties may consider, among other things, cost and administrative burden.

2.5.1. Such information shall be provided on the condition that the credit reporting agency only make such information available to the carrier to which the person or entity in question has applied for Telecommunications Service.

2.5.2. Sprint shall not refuse service to KMC for any potential KMC subscriber on the basis of that subscriber's past payment history with Sprint. KMC shall establish the credit scoring criteria for applicants for KMC services.

2.5.3. Sprint shall not refuse service to KMC for any potential KMC subscriber on the basis of that subscriber's past payment history with Sprint.

2.5.4. The provision of Services by either Party to the other shall not create a property interest of the served Party in the providing Party's facilities or equipment.

## 2.6. Carrier Selection

2.6.1. For services for resale or unbundled Network Elements, Sprint shall provide to KMC, the capability to order local service, IntraLATA (where available), InterLATA, and international toll services by entering the KMC subscriber's choice of carrier on a single order. Sprint shall provide KMC with the capability to order separate InterLATA and IntraLATA carriers on a line or trunk basis.

- 2.6.2. Where IntraLATA toll carrier selection is not implemented, Sprint agrees to provide IntraLATA toll services for resale to KMC. In all cases, Sprint will route toll calls to the appropriate carrier as designated by KMC.

**2.7. Notification to Long Distance Carrier**

- 2.7.1. Sprint agrees to notify KMC using OBF-approved CARE transactions, whenever a KMC subscriber who is provided local service through services for resale, INP/NP, or unbundled Network Elements changes KMC PIC status.
- 2.7.2. Sprint shall support and implement new Transaction Code Status Indicators (“TCSIs”) defined by OBF in support of local resale to enable KMC to provide seamless subscriber service.
  - 2.7.2.1. Sprint shall implement TCSIs used in conjunction with the new Local Service Provider (“LSP”) Identification Code for handling Account Maintenance, Subscriber Service, and Trouble Administration issues. These TCSIs include 4001/02/05, 4201-4203, 4205, 4301, 2033, 2233, 3148, 3149, and others as OBF may define.
  - 2.7.2.2. In addition, Sprint shall implement TCSIs used in conjunction with the new Ported Telephone Number field to link “shadow” and ported telephone numbers in support of Interim Number Portability. These TCSIs include 2231, 3150, and others as OBF may define.
- 2.7.3. Sprint shall provide to KMC the Local Service Provider (“LSP”) ID on purchased lists of KMC PIC’d and non-PIC’d subscribers.
- 2.7.4. Sprint shall provide the Ported Telephone Number (“PTN”) on purchased CARE lists of KMC PIC’d and non-KMC PIC’d subscribers.

**2.8. Number Administration/Number Reservation**

- 2.8.1. Sprint shall provide testing and loading of KMC’s NXX on the same basis as Sprint provides itself or its affiliates. Further, Sprint shall provide KMC with access to abbreviated dialing codes, and the ability to obtain telephone numbers, including vanity numbers, while a subscriber is on the phone with KMC. When KMC uses numbers from a Sprint NXX, Sprint shall provide the same range of number choices to KMC, including choice of exchange number, as Sprint provides its own subscribers. Reservation and aging of Sprint NXX’s shall remain

Sprint's responsibility.

- 2.8.2. Where mutually agreed, which agreement shall not be unreasonably withheld, the Parties will implement LERG reassignment for particular NXX Codes.
- 2.8.3. In conjunction with an order for service, Sprint shall accept KMC orders for vanity numbers and blocks of numbers for use with complex services including, but not limited to, DID, CENTREX, and Hunting arrangements, as requested by KMC.
- 2.8.4. For simple services number reservations and aging of Sprint's numbers, Sprint shall provide real-time confirmation of the number reservation when the Electronic Interface has been implemented. For number reservations associated with complex services, Sprint shall provide confirmation of the number reservation within twenty-four (24) hours of KMC's request. Consistent with the manner in which Sprint provides numbers to its own subscribers, no telephone number assignment is guaranteed until service has been installed.
- 2.9. Intentionally left blank.
- 2.10. Service Order Process Requirements
  - 2.10.1. OBF Compliance
    - 2.10.1.1. In accordance with OBF standards, as may be amended by OBF from time to time, Sprint and KMC shall follow the OBF-developed ordering and provisioning process standards. These processes may include pre-order service inquiry, pre-order service inquiry response, firm order, acknowledgment/rejection, firm order confirmation, delay notification, and completion notification. Sprint agrees to work cooperatively to implement future OBF-developed processes related to ordering and provisioning.
  - 2.10.2. Service Migrations and New Subscriber Additions
    - 2.10.2.1. For resale services, Sprint shall not require a disconnect order from a subscriber, another local service provider, or any other entity to process an KMC order to establish KMC local service and/or migrate a subscriber to KMC local service.
    - 2.10.2.2. For resale services, Sprint shall not disconnect any subscriber service or existing features at any time during the migration of that subscriber to KMC service without

prior KMC agreement..

2.10.2.3. For services provided through UNEs, Sprint shall recognize KMC as an agent, in accordance with OBF developed processes, for the subscriber in coordinating the disconnection of services provided by another KMC or Sprint. In addition, Sprint and KMC will work cooperatively to minimize service interruptions during the conversion.

2.10.2.4. Unless otherwise directed by KMC and when technically capable, when KMC orders resale Telecommunications Services or UNEs all trunk or telephone numbers currently associated with existing services shall be retained without loss of feature capability and without loss of associated ancillary services including, but not limited to, Directory Assistance and 911/E911 capability.

2.10.2.5. Hot Cut Process

2.10.2.5.1. The following coordination procedures apply to conversions of Sprint end-users with an active Sprint retail service to a service configuration where CLEC uses Loops provided by Sprint (referred to a “hot cuts”).

2.10.2.5.2. CLEC shall request unbundled loops from Sprint by delivering to Sprint a valid service order using Sprint’s IRES ordering system or other mutually agreed upon system. Within Sprint’s standard response intervals (e.g., six hours for simple orders and fifteen to twenty hours for complex orders), Sprint shall provide CLEC a Firm Order Confirmation (“FOC”) to acknowledge Sprint’s receipt of CLEC’s valid service order. The desired due date requested on CLEC’s service order would be the target date for completion of the service order.

2.10.2.5.3. Non-timed Conversions. Non-timed conversions may be completed any time on the due date. After the service order is completed by Sprint, Sprint’s National CLEC Provisioning center (“NCPC”) will notify CLEC via a telephone call. This call will serve as notification to CLEC to



update the Local Number Portability (“LNP”) database as required:

- 2.10.2.5.3.1. CLEC requests a non-timed conversion via a service order.
- 2.10.2.5.3.2. CLEC must provide dial tone on its block and pin one (1) day prior to the due date. If LNP is involved, CLEC must provision its switch with an inward ten-digit trigger.
- 2.10.2.5.3.3. The Sprint central office technician will contact Sprint’s NCPC when ready to work the conversion service order.
- 2.10.2.5.3.4. The NCPC associate will complete the Sprint switch provisioning as the central office technician completes the wiring in the central office.
- 2.10.2.5.3.5. The NCPC associate immediately notifies CLEC via a telephone call that the order has been completed.
- 2.10.2.5.3.6. If LNP is involved, CLEC is responsible for notifying the NPAC of activation.

2.10.2.5.4. Timed Conversions. Sprint agrees to accept from CLEC a desired due date and time for a scheduled conversion. Timed conversions are based on mutually agreed upon times which must be confirmed by CLEC with Sprint’s NCPC forty-eight (48) hours prior to the due date:

- 2.10.2.5.4.1. Any requests from the CLEC for timed conversions will be billable to the CLEC at the prevailing rate set forth in Table 1. Billing will include time spent by Sprint employees to accomplish the conversion, including that of the NCPC associate.

- 2.10.2.5.4.2. If coordination is requested and there are no unbundled loops involved, CLEC will be billed for the coordination.
- 2.10.2.5.4.3. Sprint reserves the right to add or delete other billing as deemed appropriate.
- 2.10.2.5.4.4. CLEC will request the desired due date and time of the conversion on the service order.
- 2.10.2.5.4.5. LNP orders should use the 10 digit trigger option, therefore, coordinated, timed conversions are not necessary.
- 2.10.2.5.4.6. If Sprint is unable to meet CLEC's desired due date and time, Sprint will notify CLEC via a jeopardy notice or during the forty-eight (48) hour call described below.
- 2.10.2.5.4.7. CLEC must call the Sprint NCPC forty-eight (48) hours prior to the desired due date to finalized the coordinated conversion plan.
- 2.10.2.5.4.8. Prior to the forty-eight (48) hour call, the NCPC associate will schedule a Sprint internal call with all associated work groups to review the work to be done, establish contact names and numbers and assign responsibilities.
- 2.10.2.5.4.9. On the desired due date and time, the NCPC associate will call the CLEC contact (provided to Sprint during the forty-eight (48) hour call) to begin the conversion.
- 2.10.2.5.5. Due Date Changes
  - 2.10.2.5.5.1. If CLEC requests a desired due date or time change after the forty-eight hour call has been held and after both parties have mutually agreed upon the conversion time, CLEC must provide a supplemental service order with the new desired due date and time. A new forty-eight hour call must be

held to confirm time availability. CLEC must also call the NCPC to notify it that the originally requested desired due date and time will not be met. If a new desired due date and time cannot be established, CLEC must submit a new service order with a desired due date not sooner than 30 days from the original desired due date or cancel the service order.

2.10.2.5.5.2. If prior to the desired due date and prior to the forty-eight hour call, Sprint determines that the desired due date or time cannot be met, Sprint's NEAC will notify CLEC of a jeopardy situation. Sprint will provide CLEC with an estimated available due date and will work with CLEC to establish a new desired due date and time. Sprint shall make all internal notifications regarding the due date or time change.

2.10.2.5.5.3. If prior to the desired due date and after the forty-eight hour call has been held and both Parties have mutually agreed upon the conversion time, Sprint determines that the desired due date or time cannot be met, Sprint's NCPC will contact CLEC and make every attempt to provide a mutually agreeable new due date and time. Sprint's NCPC will coordinate the scheduling of a new desired due date and time. Sprint shall make all internal notifications regarding the due date or time change.

2.10.2.5.6. Sprint shall pre-wire the pending hot cut prior to the scheduled conversion time. CLEC will establish dial tone for the end user at least one (1) business days in advance of the scheduled port time. Sprint shall perform tests for ANI and dial tone. Sprint's technician will perform ANI and dial tone tests through the tie cable provisioned between the Sprint main distribution frame and CLEC's interconnection point to ensure continuity and existing dial tone. Such testing shall be performed prior to the scheduled conversion time. Sprint's central office technician will notify the NCPC of

any no dial tone conditions so that the NCPC can call the CLEC contact to resolve the problem

2.10.2.5.7. Except as otherwise agreed to by the Parties, the time intervals for the hot cut shall be monitored and shall conform to the performance standards as defined by the PUC and be subject to the consequences for failure as specified in this Agreement.

2.10.2.5.8. After receiving notification from Sprint that a non-timed conversion is complete, CLEC will confirm operation of the loop. If CLEC determines that the loop is not functional, CLEC and Sprint will work cooperatively to resolve the problem.

2.10.2.5.9. During a timed conversion, both Sprint and CLEC technicians will be involved in the conversion process. If a trouble condition is encountered, both Parties will work cooperatively to resolve the problem.

2.10.2.5.10. If CLEC and Sprint cannot isolate and fix the problem in a timeframe acceptable to CLEC's end user, CLEC may request the restoral of the end user to the Sprint network. Such restoral shall be expedited so as to minimize any disruption in the end user's local telephone service. All associated costs for re-provisioning will be billed to CLEC.

2.10.2.6. A general Letter of Agency (LOA) initiated by KMC or Sprint will be required to process a PLC or PIC change order. Providing the LOA, or a copy of the LOA, signed by the end user will not be required to process a PLC or PIC change ordered by KMC or Sprint. KMC and Sprint agree that PLC and PIC change orders will be supported with appropriate documentation and verification as required by FCC and Commission rules. In the event of a subscriber complaint regarding an unauthorized PLC or PIC record change where there is a finding that the change was unauthorized, such Party shall pay all nonrecurring and/or other charges associated with reestablishing the subscriber's local service with the original local carrier.

2.10.3. Intercept Treatment and Transfer Service Announcements. Sprint shall provide unbranded intercept treatment and transfer of service announcements to KMC's subscribers.

Sprint shall provide such treatment and transfer of service announcement in accordance with local tariffs and as provided to similarly situated Sprint subscribers for all service disconnects, suspensions, or transfers.

**2.10.4. Desired Due Date**

2.10.4.1. KMC shall specify on each order the Desired Due Date (“DDD”). Sprint shall not complete the order prior to the DDD, unless authorized by KMC.

2.10.4.2. If the DDD falls after the agreed upon standard order completion interval, Sprint shall use the DDD as the order due date.

2.10.4.3. Sprint shall supply KMC with due date intervals to be used by KMC personnel to determine service installation dates.

2.10.4.4. Subsequent to an initial order submission, KMC may request a new/revised due date that is earlier than the minimum defined interval.

2.10.4.5. Any special or preferred scheduling options available, internally or externally to Sprint, for ordering and provisioning services shall also be available to KMC.

2.10.4.6. Sprint shall use best efforts to complete orders by the KMC requested DDD within agreed upon intervals and performance measures, if any, and shall provide proactive notification if Sprint makes a change in the DDD.

2.10.4.7. Expedite charges may apply when KMC is requesting expedite service from Sprint to meet a due date earlier than the standard interval and the service is delivered on a date earlier than the standard interval. The appropriate field on the ASR/LSR will be populated by KMC. No expedite charges will apply if KMC’s clean and accurate order submit date and the delivery date are within standard intervals.

**2.10.5. Subscriber Premises Inspections and Installations**

2.10.5.1. KMC shall perform or contract for all KMC’s needs assessments, including equipment and installation requirements required beyond the Demarcation/NID, located at the subscriber premises.

2.10.5.2. Sprint shall provide KMC with the ability to schedule subscriber premises installations at the same morning and

evening commitment level of service offered Sprint's own customers.

**2.10.6. Firm Order Confirmation (FOC)**

2.10.6.1. Sprint shall provide to KMC, a Firm Order Confirmation (FOC) for each KMC order. The FOC shall contain the appropriate data elements as defined by the OBF standards.

2.10.6.2. For a revised FOC, Sprint shall provide standard detail as defined by the OBF standards.

2.10.6.3. Sprint shall provide to KMC the date that service is scheduled to be installed.

2.10.6.4. When available, Sprint and KMC shall work together to implement Sprint's 'Intelligent FOC' process.

**2.10.7. Order Rejections**

2.10.7.1. Sprint shall reject and return to KMC any order that Sprint cannot provision, due to technical reasons, missing information, or jeopardy conditions. When an order is rejected, Sprint shall provide notification pursuant to the terms of this Agreement and, in its reject notification, specifically describe all of the reasons for which the order was rejected. Sprint shall not reject any orders because the Desired Due Date conflicts with published Sprint order provisioning interval requirements.

2.10.7.2. Upon request, Sprint shall inform KMC by telephone of any minor administrative order errors which can be immediately corrected by KMC and resubmitted.

2.10.7.3. Sprint shall provide to KMC reasonable advance notification as soon as practicable of any jeopardy situations prior to the committed due date, missed appointments and any other delay or problem in completing work specified on KMC's service order as detailed on the FOC.

**2.10.8. Service Order Changes**

2.10.8.1. In no event will Sprint change a KMC initiated service order without a new service order directing said change. If an installation or other KMC ordered work requires a change from the original KMC service order in any manner, KMC shall initiate a revised service order. If requested by KMC, Sprint shall then provide KMC an

estimate of additional labor hours and/or materials.

2.10.8.1.1. If additional work is completed on a service order, as approved by KMC, the cost of the work performed will be reported promptly to KMC.

2.10.8.1.2. If a service order is partially completed by Sprint, notification to KMC must identify the work that was done and work remaining to be completed.

2.10.8.2. If a CLEC subscriber requests a service change at the time of installation or other work being performed by Sprint on behalf of CLEC, Sprint, while at the subscriber premises, shall direct the CLEC subscriber to contact CLEC, and CLEC will initiate a new service order.

2.10.9. Intentionally left blank.

2.11. Intentionally left blank.

2.12. Service Suspensions/Restorations. Upon KMC's request through an Industry Standard ("OBF") Suspend/Restore Order, or mutually agreed upon interim procedure, Sprint shall suspend or restore the functionality of any Network Element, feature, function, or resale service to which suspend/restore is applicable. Sprint shall provide restoration priority on a per network element basis in a manner that conforms with any applicable regulatory Rules and Regulations or government requirements.

2.13. Sprint, as underlying service provider, shall provide to KMC information notifying KMC of any services disconnected for non-payment from KMC following notification guidelines as adopted by OBF. In the interim, such notices will be provided for all such disconnects on a daily basis in a format as mutually agreed.

2.14. Order Completion Notification. Upon completion of the requests submitted by KMC, Sprint shall provide to KMC a completion notification in an industry standard, OBF, or in a mutually agreed format. The completion notification shall include detail of the work performed, to the extent this is defined within OBF guidelines, and in an interim method until such standards are defined.

2.15. Specific Unbundling Requirements.

2.15.1. KMC may order and Sprint shall provision unbundled Network Elements either individually or in any combination as provided in Part E of this Agreement utilizing a single order. Unless requested by KMC, Sprint shall not separate Network Elements ordered by KMC that are already combined.

2.15.2. Intentionally left blank.

2.15.3. When KMC orders Network Elements that are currently connected, Sprint shall ensure such Network Elements remain connected and functional without any disconnection or disruption, unless KMC specifies otherwise.

2.15.4. When ordering a combination, KMC shall have the option of ordering all features, functions and capabilities of each Network Element.

2.15.5. Sprint shall provision all requested features, functions, and capabilities of the Switch and other Network Elements requested by KMC which include, but are not limited to:

2.15.5.1. The basic switching function of connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks, as well as the same basic capabilities made available to Sprint's subscribers, such as telephone numbers, white page listing, and dial tone; and

2.15.5.2. All other features that the Switch is capable of providing to the extent that Sprint offers such services and features in that switch, including, but not limited to, custom calling, custom local area signaling service features, and CENTREX, as well as any Technically Feasible customized routing functions provided by the Switch.

2.15.6. Sprint shall provide appropriate technical assistance to ensure compatibility between Network Elements ordered by KMC.

## 2.16. Systems Interfaces and Information Exchanges

### 2.16.1. General Requirements

2.16.1.1. Sprint shall provide to KMC a real-time Electronic Interface(s) (i.e. IRES or equivalent) for transferring and receiving information and executing transactions for all business functions directly or indirectly related to Service Ordering and Provisioning of Network Elements, features, functions and Telecommunications Services.



- 2.16.1.2. When the Sprint Electronic Interface (i.e. IRES or equivalent) is unavailable, Sprint agrees that the NEAC or similar function will accept CLEC manual orders at the same price as electronic orders. Orders will be transmitted to the NEAC via an interface or method agreed upon by CLEC and Sprint.
- 2.16.1.3. Upon request, Sprint shall provide to KMC a list of all IntraLATA and InterLATA carriers available for subscriber selection on a Central Office level.
- 2.16.1.4. Upon request, Sprint shall provide to KMC a listing at the street address level of the service coverage area of each Switch CLLI.
- 2.16.2. The preordering Electronic Interface (i.e. IRES or equivalent) shall include on line access by KMC to Customer Service Records ("CSRs"). When access to CSRs is not available through the electronic interface, Sprint shall provide a faxed copy of the CSR as soon as practicable, at no additional charge.
- 2.16.3. For any KMC subscriber Sprint shall provide, subject to applicable law, rule or regulation, KMC with access to Customer Proprietary Network Information ("CPNI") without requiring KMC to produce a signed LOA, based on KMC's blanket representation that subscriber has authorized KMC to obtain such CPNI.
  - 2.16.3.1. Information shall be in an industry defined format, or as mutually agreed by the Parties. Sprint shall provide to KMC an electronic interface (i.e. IRES or equivalent) to Sprint subscriber information. Such systems will allow KMC to obtain the subscriber profile, including subscriber name, billing and service addresses, billed telephone number(s), and identification of features and services on the subscriber accounts. The preordering Electronic Interface (i.e. IRES or equivalent) includes the provisioning of CPNI from Sprint to KMC. The Parties agree to request end user CPNI only when the end user has specifically given permission to receive CPNI. The Parties agree that they will conform to FCC and/or state regulations regarding the provisioning of CPNI between the parties and the use of that information by the requesting party.
    - 2.16.3.1.1. When access to CPNI is not available through the electronic interface, Sprint shall provide a faxed copy of the CPNI as soon as practicable, at

no additional charge.

- 2.16.3.2. Each Party will maintain appropriate documentation of end user permission supporting such Party's request for CPNI in accordance with Applicable Law.
- 2.16.3.3. The Party disclosing CPNI may at any time require the Party requesting CPNI to provide copies of the evidence of end-user permission supporting any request for CPNI, if and to the extent that the first Party has reason to believe, in good faith, that the other Party may have requested CPNI without appropriate end-user permission. (By way of example and not of limitation, the Parties acknowledge that such reason would exist in the case of an end-user complaint reflecting an unauthorized local service change). The Party requested to provide evidence of end-user permission will provide it to the other Party within five (5) business days of its receipt of the request.
- 2.16.3.4. If a Party is not able to provide evidence of end-user permission for ninety-five percent (95%) of the end users, assuming a minimum of 50 applicable CPNI requests, pursuant to 2.3.2.3.3 above, the other Party may give notice to such Party that it is in breach of this Agreement. The Party so notified shall have thirty (30) days or longer as the Parties may agree to remedy the discrepancy in its procedures that resulted in the breach (or such longer period as the Parties may agree, such agreements not to be unreasonably withheld).
- 2.16.3.5. In the event that KMC does not remedy a discrepancy described in paragraph 2.3.2.3.5 within the period specified in that paragraph, Sprint may, subject to paragraph 2.3.2.3.9, disconnect the preordering electronic interface between the Parties. Prior to any such termination Sprint will give reasonable advance notice to KMC of its intent to terminate the interface, and will provide KMC with Sprint's manual interim systems and procedures.
- 2.16.3.6. In the event that Sprint has disconnected the preordering electronic interface (i.e. IRES or equivalent) to KMC pursuant to the preceding paragraph, Sprint will promptly review and accept or reject evidence provided by KMC of any remedy effected by KMC, and will promptly reconnect such preordering electronic interface upon Sprint's review and acceptance of such evidence.
- 2.16.3.7. If KMC and Sprint do not agree that KMC requested CPNI for a specific end user, or that Sprint has erred in not

accepting proof of an LOA, the Parties may immediately request dispute resolution in accordance with Part B. Sprint will not disconnect the preordering Electronic Interface during the Dispute Resolution process.

**2.16.4. Ordering and Provisioning for Resale Services**

2.16.4.1. Upon KMC's request, Sprint shall provide to KMC, as soon as practicable, a list of all current service offerings by Switch location, which are Technically Feasible and available.

2.16.4.2. When available per Electronic Interface Implementation Plan, Sprint shall provide to KMC a real-time Electronic Interface (i.e. IRES or equivalent) to Sprint information systems to allow KMC to assign telephone number(s) (if the subscriber does not already have a telephone number or requests a change of telephone number) at Parity.

2.16.4.3. When available, Sprint shall provide to KMC an Electronic Interface (i.e. IRES or equivalent) to schedule dispatch and installation appointments at Parity.

2.16.4.4. When available, Sprint shall provide to KMC an Electronic Interface (i.e. IRES or equivalent) to Sprint subscriber information systems which will allow KMC to determine if a service call is needed to install the line or service at Parity.

2.16.4.5. When available, Sprint shall provide to KMC an Electronic Interface (i.e. IRES or equivalent) to Sprint information systems which will allow KMC to provide service availability dates at Parity.

2.16.4.6. When available, Sprint shall provide to KMC an Electronic Interface (i.e. IRES or equivalent) which transmits status information on service orders at Parity. Until an Electronic Interface is available, Sprint agrees that Sprint will provide proactive status on service orders at the following critical intervals: acknowledgment, firm order confirmation, and completion according to interim procedures to be mutually developed.

**2.16.5. Ordering and Provisioning for Unbundling**

2.16.5.1. Upon KMC's request, Sprint shall provide to KMC as soon as reasonable a listing of all technically available functionalities for Network Elements.

2.16.5.2. KMC may request engineering design and layout information for Network Elements where applicable.

2.16.5.3. When available, Sprint shall provide to KMC an electronic interface (i.e. IRES or equivalent) which will allow KMC to determine service due date intervals, schedule appointments, and adjust pending order due dates as provided to similarly-situated Sprint subscribers.

2.16.5.4. To the extent Sprint has such information, Sprint shall provide to KMC upon request, advance information of the details and requirements for planning and implementation of NPA splits at least six (6) months prior to implementation of the split.

2.16.5.5. Sprint shall provide to KMC information on charges associated with special construction. Until real-time, electronic interface (i.e. IRES or equivalent) is available, Sprint agrees that Sprint will notify KMC of any charges associated with necessary construction.

2.16.5.6. Intentionally left blank.

**2.17. Standards**

2.17.1. General Requirements. KMC and Sprint shall agree upon the appropriate ordering and provisioning codes to be used for UNEs. These codes shall apply to all aspects of the unbundling of that element and shall be known as data elements as defined by the Telecommunications Industry Forum Electronic Data Interchange Service Order Subcommittee (TCIF-EDI-SOSC).

2.18. For service requests, the Parties will use an Access Service Request ("ASR"), or a Local Service Request ("LSR"), which ever is applicable for the service being requested. Sprint will process and complete service requests at such intervals for FOC returns in accordance with Applicable Law. Intervals for installation of Services shall be in accordance with Applicable Law. Notwithstanding the foregoing, Sprint shall not provide FOC returns or provision installations at intervals greater than what it provides for itself or third parties.

2.19. Intentionally left blank.

### 3. BILLING AND RECORDING

This §3 describes all the requirements for each Party to bill and record all charges the other Party incurs for purchasing services under this Agreement.

#### 3.1. Procedures.

- 3.1.1. Sprint shall comply with various industry, OBF, and other standards referred to throughout this Agreement. Sprint and KMC will review any changes to industry standards.
- 3.1.2. Sprint shall record, where Technically Feasible, and bill in accordance with this Agreement those charges KMC incurs as a result of KMC purchasing from Sprint services as set forth in this Agreement (hereinafter “connectivity charges”).
- 3.1.3. The CABS Billing Output Specifications (“BOS”) documents provide the guidelines on how to bill the connectivity charges. Sprint shall format each bill for connectivity charges (hereinafter “connectivity bill”) in accordance with the CABS or SECAB standard. BOS releases shall be implemented within the industry determined implementation windows or other mutually agreed time frames.
- 3.1.4. Sprint shall bill KMC for each service supplied by Sprint to KMC pursuant to this Agreement at the rates set forth in this Agreement.
  - 3.1.4.1. Each service purchased by KMC shall be assigned a separate and unique billing code and such code shall be provided to KMC on each connectivity bill in which charges for such services appear. Each such billing code shall enable KMC to identify the service as ordered by KMC.
  - 3.1.4.2. Each connectivity bill shall set forth the quantity and description of each such service provided and billed to KMC. All connectivity charges billed to KMC shall indicate the state from which such charges were incurred.
- 3.1.5. Measurement of usage based connectivity charges shall be in actual conversation seconds. The total conversation seconds per chargeable traffic types shall be totaled for the entire monthly bill cycle and then rounded to the next whole minute.
- 3.1.6. Sprint shall provide to KMC at no additional charge a single point of contact for interconnection at the National

Access Service Center (NASC), and Network Elements and resale at Sprint's NEAC, to handle any Connectivity Billing questions or problems that may arise during the implementation and performance of the terms and conditions of this Agreement.

- 3.1.7. Sprint shall provide to KMC at no additional charge a single point of contact for handling of any data exchange questions or problems that may arise during the implementation and performance of the terms and conditions of this Agreement.
- 3.1.8. Upon the request of either Party, the other Party shall provide the requesting Party written notice of which form of the monthly connectivity bill is to be deemed the official bill to assist the Parties in resolving any conflicts that may arise between the official bill and another form of bill received via a different media which purportedly contain the same charges as are on the official bill.
- 3.1.9. If either Party requests an additional copy(ies) of a bill, such Party shall pay the other Party a reasonable fee per additional bill copy, unless such copy was requested due to errors, omissions, or corrections or the failure of the transmission to comply with the specifications set forth in this Agreement.
- 3.1.10. When sending connectivity bills via electronic transmission, to avoid transmission failures or the receipt of connectivity billing information that cannot be processed, KMC shall provide Sprint process specifications. Sprint shall comply with KMC's processing specifications when Sprint transmits connectivity billing data to KMC. KMC shall provide to Sprint notice if a connectivity billing transmission is received that does not meet KMC's specifications or that such Party cannot process. Such transmission shall be corrected and resubmitted to KMC, at Sprint's sole expense, in a form that can be processed. The payment due date for such resubmitted transmissions shall be thirty-five (35) days when interim, non-industry standard billing is employed and thirty (30) days when permanent, industry standard billing is employed from the date that the transmission is received in a form that can be processed and that meets the specifications set forth in this Part I.
- 3.1.11. Sprint shall deliver to a location specified by KMC, billing information via Network Data Mover

("Connect:Direct"), CD-ROM or paper, as agreed to by KMC and Sprint. In the event of an emergency, system failure or other such condition which prevents Sprint from transmitting via Connect:Direct, Sprint shall notify KMC of such difficulties. Sprint shall deliver to a location specified by KMC billing information via magnetic tape or paper, as agreed to by KMC and Sprint. The Parties acknowledge that all tapes transmitted to the other Party via U.S. Mail or overnight delivery and which contain connectivity billing data shall not be returned to the sending Party.

3.1.12. Subject to the terms of this Agreement, including without limitation subsections 3.1.13 and 3.1.15 of this Part I, the Party receiving a bill shall pay the Party sending the bill within thirty (30) calendar days from the bill date, or the due date on the bill, whichever is later. If the payment due date is a Saturday, Sunday or has been designated a bank holiday payment shall be made the next business day.

3.1.13. Billed amounts which are being investigated, queried, or for which claims have or may be filed are not due for payment until such investigations, claims or queries have been fully resolved by both KMC and Sprint.

3.1.14. The Parties will assess late payment charges equal to the lesser of 1.5% per month of the balance due or the maximum allowed by law, until the amount due including late payment charges is paid in full.

3.1.15. Billing Disputes.

3.1.15.1. No claims, under this Agreement, shall be brought for disputed amounts more than twelve (12) months from the date of occurrence which gives rise to the dispute.

3.1.15.2. Under this §3.1.15, if any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") shall by the due date shown on the invoice ("Bill Due Date"), give notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item, including but not limited to (i) the date of the bill in question, (ii) the account number or other identification of the bill in question, such as CBA/ESBA/ASBS or BAN (iii) any telephone number, circuit ID number or trunk number in question, (iv) any USOC (or other descriptive information) questioned, (vi) the amount

in question, and (vii) the reason that the Non-Paying Party disputes the billed amount.

3.1.15.2.1. The Parties shall pay when due all undisputed amounts to the Billing Party.

3.1.15.2.2. Notwithstanding the foregoing, a failure to provide notice of a dispute within forty-five (45) days of the receipt of invoice shall not preclude either Party from subsequently challenging billed charges under this §3.1.15.1 and §3.1.15.2.

3.1.15.3. If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business, including appropriate management escalations, within sixty (60) days after delivery to the Billing Party of notice of the Disputed Amounts, each of the Parties shall appoint a designated representative who has authority to settle the dispute. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute.

3.1.15.4. If the Parties are unable to resolve the dispute within forty-five (45) days after the Parties' appointment of designated representatives pursuant to §3.6.2, then either Party may file a complaint with the Commission pursuant to Article 22 of Part B of this Agreement to resolve such issues or proceed with any other remedy pursuant to law or equity.

3.1.15.5. If the Non-Paying Party disputes any charges and the dispute is resolved in favor of such Non-Paying Party, the Parties shall cooperate to ensure that all of the following actions are taken:

3.1.15.5.1. the Billing Party shall credit the invoice of the Non-Paying Party for that portion of the Disputed Amounts resolved in favor of the Non-Paying Party, together with any Late Payment Charges assessed with respect thereto no later than the second Bill Due Date after the resolution of the Dispute;

3.1.15.5.2. The Non-Paying Party shall pay the Billing Party that portion of the Disputed Amounts resolved in favor of the Billing Party, together with any Late



Payment Charges assessed with respect thereto no later than the second Bill Due Date after resolution of the Dispute.

- 3.1.16. If either Party fails to pay by the Bill Due Date as established under §3.1.12 of this Part I, any and all undisputed charges billed to it under this Agreement, including any Late Payment Charges or miscellaneous charges (“Unpaid Charges”), and any portion of such Unpaid Charges remain unpaid after the Bill Due Date, the Billing Party shall notify the Non-Paying Party in writing pursuant to the timeframes and procedures identified herein that in order to avoid disruption or disconnection of the applicable Interconnection, Resale Services, Network Elements, functions, facilities, products and services furnished under this Agreement, the Non-Paying Party must remit all Unpaid Charges to the Billing Party.
  - 3.1.16.1. With respect to Resale Services and Network Elements, Sprint will notify KMC of any Unpaid Charges that remain unpaid thirty (30) calendar days after the Bill Due Date and that KMC must remit payment within thirty (30) calendar days following receipt of Sprint’s notice.
- 3.1.17. Sprint shall establish a switched access meet point billing arrangement with KMC pursuant to Applicable Rules and industry standards including, but not limited to MECAB guidelines for billing to third party IXCs. This arrangement will include tandem routed IXC calls.
  - 3.1.17.1. KMC will bill the IXC for carrier common line, local switching, RIC, and its portion of the transport charges for tandem routed IXC calls. For lines that are ported from Sprint to KMC, Sprint will bill the IXC only for transport charges. KMC will bill for all other applicable access charges to the IXC.
- 3.2. Information Exchange and Interfaces Where Parties have established interconnection, Sprint and the KMC agree to conform to MECAB and MECOD guidelines. They will exchange Billing Account Reference and Bill Account Cross Reference information and will coordinate Initial Billing Company/Subsequent Billing Company billing cycles. Sprint and KMC will exchange the appropriate records to bill exchange access charges to the IXC. Sprint and KMC agree to capture EMI records for inward terminating and outward originating calls and send them to the other, as appropriate, in daily or other agreed upon interval, via and agreed upon media (e.g.: Connect Direct or cartridge).
  - 3.2.1. Bills should not be rendered for any charges which are incurred under this Agreement on or before one (1) year preceding the bill

date. However, both Parties recognize that situations exists that would necessitate billing beyond the one year limit as permitted by law. These exceptions include:

- orders by a State or Federal Commission
- charges connected with jointly provided services were by meet point billing guidelines require either Party to rely on records provided by a third Party.
- charges incorrectly billed due to error in or omission of customer provided data such as PLU or PIU factors or other ordering data.

3.2.2. On each bill where “Jurisdiction” is identified, local and local toll charges shall be identified as “Local” and not as interstate, interstate/InterLATA, intrastate, or intrastate/IntraLATA. Sprint shall provide from and through dates for charges rendered on all connectivity bills.

3.2.3. Sprint shall issue all connectivity bills containing such billing data and information in accordance with the most current version of CABS/SECABS published by Telcordia, or its successor, or such later versions as are adopted by Telcordia, or its successor, as agreed to by the Parties pursuant to subsection herein.

3.2.4. In emergency situations, Sprint shall provide billing information in a CABS CD-ROM format which has previously been agreed to by the Parties. Notwithstanding the foregoing, either Party may request modification of these procedures from time to time.

### 3.3. Standards.

3.3.1. During the testing period, Sprint shall transmit to KMC connectivity billing data and information via paper or tape as specified by KMC. Test tapes shall be sent to a KMC-specified location.

3.3.2. The Parties agree that in order to ensure the proper performance and integrity of the entire connectivity billing process, each Party shall be responsible and accountable for transmitting to the receiving Party an accurate and current bill. Each Party agrees to work with the other Party to identify and implement control mechanisms and procedures to render a bill that accurately reflects the services ordered and used by each Party.

3.4. Revenue Protection. Sprint shall make available to KMC, at Parity with what Sprint provides to itself, its Affiliates and other local telecommunications CLECs, all present and future fraud prevention or revenue protection features, including prevention, detection, or control functionality embedded within any of the Network Elements. These features include, but are not limited to screening codes, information digits

assigned such as information digits '29' and '70' which indicate prison and COCOT pay phone originating line types respectively, call blocking of domestic, international, 800, 888, 900, NPA-976, 700, 500 and specific line numbers, and the capability to require end-user entry of an authorization code for dial tone. Sprint shall, when technically capable, additionally provide partitioned access to fraud prevention, detection and control functionality within pertinent OSS, which include, but are not limited to, line information data base fraud monitoring systems, high toll notifiers, SS7 suspect traffic alerts, AMA suspect traffic alerts, etc. Uncollectible or unbillable revenues resulting from, but not confined to provisioning, maintenance, or signal network routing errors shall be the responsibility of the Party causing such error.

#### **4. PROVISION OF SUBSCRIBER USAGE DATA**

4.1. This § 4 sets forth the terms and conditions for Sprint's provision of Recorded Usage Data (as defined in this Part I) to KMC and for information exchange regarding long distance billing. The parties agree to record call information for interconnection in accordance with this § 4. To the extent technically feasible, each party shall record all call detail information associated with completed calls originated by or terminated to the other Party's local exchange subscriber. Sprint shall record for KMC the messages that Sprint records for and bills to its end users. These records shall be provided at a party's request and shall be formatted pursuant to Telcordia's EMI standards and the terms and conditions of this Agreement. These records shall be transmitted to the other party on non-holiday business days in EMI format via CDN, or provided on a cartridge or CD. Sprint and CLEC agree that they shall retain, at each party's sole expense, copies of all EMI records transmitted to the other party for at least forty-five (45) calendar days after transmission to the other party.

##### **4.2. General Procedures**

- 4.2.1. Sprint shall comply with various industry and OBF standards referred to throughout this Agreement.
- 4.2.2. Sprint shall comply with OBF standards when recording and transmitting Usage Data.
- 4.2.3. Sprint shall record all usage originating from KMC subscribers using resold services ordered by KMC, where Sprint records those same services for Sprint subscribers. Recorded Usage Data includes, but is not limited to, the following categories of information:
  - 4.2.3.1. Completed calls.
  - 4.2.3.2. Use of CLASS/LASS/Custom Features.

- 4.2.3.3. Calls to Information Providers (IP) reached via Sprint facilities will be provided in accordance with §4.2.7.
- 4.2.3.4. Calls to Directory Assistance where Sprint provides such service to a KMC subscriber.
- 4.2.3.5. Calls completed via Sprint-provided Operator Services where Sprint provides such service to KMC's local service subscriber and where Sprint records such usage for its subscribers using Industry Standard Telcordia EMI billing records.
- 4.2.3.6. For Sprint-provided Centrex Service, station level detail which shall include complete call detail and complete timing information.
- 4.2.3.7. Intentionally left blank.
- 4.2.4. Retention of Records. Sprint shall maintain a machine readable back-up copy of the message detail provided to KMC for a minimum of forty-five (45) calendar days. During the forty-five (45) day period, Sprint shall provide any data back-up to KMC upon the request of KMC. If the forty-five (45) day has expired, Sprint may provide the data back-up at KMC's expense.
- 4.2.5. Sprint shall provide to KMC Recorded Usage Data for KMC subscribers. Sprint shall not submit other CLEC local usage data as part of the KMC Recorded Usage Data.
- 4.2.6. Sprint shall not bill directly to KMC subscribers any recurring or non-recurring charges for KMC's services to the subscriber except where explicitly permitted to do so within a written agreement between Sprint and KMC.
- 4.2.7. Billing of 900 service calls shall be determined by the Implementation Team as described in Part B Section 32.
- 4.2.8. Sprint shall provide Recorded Usage Data to KMC billing locations as designated by KMC.
- 4.2.9. Sprint shall provide a single point of contact to respond to KMC call usage, data error, and record transmission inquiries.
- 4.2.10. Sprint shall provide KMC with a single point of contact and remote identifiers (IDs) for each sending location.
- 4.2.11. KMC shall provide a single point of contact responsible for receiving usage transmitted by Sprint and receiving usage tapes from a courier service in the event of a facility

outage.

- 4.2.12. Sprint shall bill and KMC shall pay the charges for Recorded Usage Data. Billing and payment shall be in accordance with the applicable terms and conditions set forth in this Agreement.

#### 4.3. Charges

- 4.3.1. Access services, including revenues associated therewith, provided in connection with the resale of services hereunder shall be the responsibility of Sprint and Sprint shall directly bill and receive payment on its own behalf from an IXC for access related to interexchange calls generated by resold or rebranded customers.
- 4.3.2. Sprint will be responsible for returning EMI records to IXCs with the proper EMI Return Code along with the Operating Company Number (OCN) of the associated ANI, (i.e., Billing Number).
- 4.3.3. Sprint will deliver a monthly statement for wholesale services in the medium (e.g.: NDM, paper, cartridge or CD-ROM) requested by CLEC as follows:
  - 4.3.3.1. Invoices will be provided in a standard Carrier Access Billing format or other such format as Sprint may determine;
  - 4.3.3.2. Where local usage charges apply and message detail is created to support available services, the originating local usage at the call detail level in standard EMI industry format will be exchanged daily or at other mutually agreed upon intervals, and KMC will pay Sprint for providing such call detail at the rates contained in Table One of this Agreement;
  - 4.3.3.3. The Parties will work cooperatively to exchange information to facilitate the billing of in and out collect and inter/intra-region alternately billed messages;
  - 4.3.3.4. Sprint agrees to provide information on the end-user's selection of special features where Sprint maintains such information (e.g.: billing method, special language) when KMC places the order for service;
  - 4.3.3.5. Monthly non-usage sensitive recurring charges for Telecommunications Services sold pursuant to this Agreement shall be billed monthly in advance.

4.3.3.6. Sprint shall not bill for recording or rating usage data. Sprint shall bill KMC for message provisioning, data transmission and/or tape charges using tariff rates, if any, or at the rates contained in Table One of this Agreement. Sprint shall also bill CLEC for additional copies of the monthly invoice.

4.4. For billing purposes, and except as otherwise specifically agreed to in writing, the Telecommunications Services provided hereunder are furnished for a minimum term of one month. Each month is presumed to have thirty (30) days. Central Clearinghouse & Settlement

4.4.1. Sprint and KMC shall agree upon Clearinghouse and Incollect/Outcollect procedures.

4.4.2. Sprint shall settle with KMC for both intra-region and inter-region billing exchanges of calling card, bill-to-third party, and collect calls under separately negotiated settlement arrangements.

#### 4.5. Lost Data

4.5.1. Loss of Recorded Usage Data. KMC Recorded Usage Data determined to have been lost, damaged or destroyed as a result of an error or omission by Sprint in its performance of the recording function shall be recovered by Sprint at no charge to KMC. In the event the data cannot be recovered by Sprint, Sprint shall estimate the messages and associated revenue, with assistance from KMC, based upon the method described below. This method shall be applied on a consistent basis, subject to modifications agreed to by Sprint and KMC. This estimate shall be used to adjust amounts KMC owes Sprint for services Sprint provides in conjunction with the provision of Recorded Usage Data.

4.5.2. Partial Loss. Sprint shall review its daily controls to determine if data has been lost. When there has been a partial loss, actual message and minute volumes shall be reported, if possible through recovery as discussed in §4.5.1 above. Where actual data are not available, a full day shall be estimated for the recording entity, as outlined in the following paragraphs. The amount of the partial loss is then determined by subtracting the data actually recorded for such day from the estimated total for such day.

4.5.3. Complete Loss. When Sprint is unable to recover data as discussed in §4.5.1 above estimated message and minute volumes for each loss consisting of an entire AMA tape or entire data volume due to its loss prior to or during

processing, lost after receipt, degaussed before processing, receipt of a blank or unreadable tape, or lost for other causes, shall be reported.

- 4.5.4. Estimated Volumes. From message and minute volume reports for the entity experiencing the loss, Sprint shall secure message/minute counts for the four (4) corresponding days of the weeks preceding that in which the loss occurred and compute an average of these volumes. Sprint shall apply the appropriate average revenue per message ("arpm") agreed to by KMC and Sprint to the estimated message volume for messages for which usage charges apply to KMC's subscriber to arrive at the estimated lost revenue.
- 4.5.5. If the day of loss is not a holiday but one (1) (or more) of the preceding corresponding days is a holiday, use additional preceding weeks in order to procure volumes for two (2) non-holidays in the previous two (2) weeks that correspond to the day of the week that is the day of the loss
- 4.5.6. If the loss occurs on a weekday that is a holiday (except Christmas and Mother's day), Sprint shall use volumes from the two (2) preceding Sundays.
- 4.5.7. If the loss occurs on Mother's day or Christmas day, Sprint shall use volumes from that day in the preceding year multiplied by a growth factor derived from an average of KMC's most recent three (3) month message volume growth. If a previous year's message volumes are not available, a settlement shall be negotiated.
- 4.5.8. KMC may also request data be provided that has previously been successfully provided by Sprint to KMC. Sprint shall re-provide such data, if available, at KMC's expense in accordance with the rates in Table One of this Agreement.

#### 4.6. Testing, Changes and Controls

- 4.6.1. The Recorded Usage Data, EMI format, content, and transmission process shall be tested as agreed upon by KMC and Sprint pursuant to the Implementation Plan as described in PART B.
- 4.6.2. Control procedures for all usage transferred between Sprint and KMC shall be available for periodic review. This review may be included as part of an Audit of Sprint by KMC or as part of the normal production interface management function. Breakdowns which impact the flow

of usage between Sprint and KMC must be identified and jointly resolved as they occur. The resolution may include changes to control procedures, so similar problems would be avoided in the future. Any changes to control procedures would need to be mutually agreed upon by KMC and Sprint.

#### 4.6.3. Sprint Software Changes

4.6.3.1. When Sprint plans to introduce any software changes which impact the format or content structure of the usage data feed to KMC, designated Sprint personnel shall notify CLEC no less than ninety (90) calendar days before such changes are implemented.

4.6.3.2. Sprint shall communicate the projected changes to KMC's single point of contact so that potential impacts on KMC processing can be determined.

4.6.3.3. KMC personnel shall review the impact of the change on the entire control structure. KMC shall negotiate any perceived problems with Sprint and shall arrange to have the data tested utilizing the modified software if required.

4.6.3.4. If it is necessary for Sprint to request changes in the schedule, content or format of usage data transmitted to KMC, Sprint shall notify KMC.

#### 4.6.4. KMC Requested Changes:

4.6.4.1. KMC may negotiate changes in the schedule, content, format of the usage data transmitted from Sprint.

4.6.4.2. When the negotiated changes are to be implemented, KMC and/or Sprint shall arrange for testing of the modified data in a post conversion test plan designed to encompass all types of changes to the usage data transferred by Sprint to KMC and the methods of transmission for that data.

4.6.5. Intentionally left blank.

4.6.6. Intentionally left blank.

4.6.7. Intentionally left blank.

4.6.8. Intentionally left blank.

#### 4.7. Information Exchange and Interfaces

4.7.1. Product/Service Specific. Sprint shall provide a Telcordia standard 42-50-01 miscellaneous charge record to support



the Special Features Star Services if these features are part of Sprint's offering and are provided for Sprint's subscribers on a per usage basis.

**4.7.2. Emergency Information**

**4.7.2.1. Intentionally left blank.**

**4.7.2.2. Sprint shall comply with the must current industry standards when emergency data is transported to KMC on tape or cartridge via a courier. The data shall be in variable block.**

**4.7.3. Rejected Recorded Usage Data**

**4.7.3.1. Upon agreement between KMC and Sprint, messages that cannot be rated and/or billed by KMC may be returned to Sprint via CDN or other medium as agreed by the Parties. Returned messages shall be sent directly to Sprint in their original EMI format utilizing standard EMI return codes.**

**4.7.3.2. Sprint must return EMR/EMI records to IXC's with the OBF standard message reject code which indicates that Sprint no longer serves the end user and which includes the OCN/Local Service Provider ID of the new LEC/Reseller serving the end user.**

**4.7.3.3. Sprint may correct and resubmit to CLEC any messages returned to Sprint. Sprint will not be liable for any records determined by Sprint to be billable to a CLEC end user. CLEC will not return a message that has been corrected and resubmitted by Sprint, unless it is resubmitted in error. Sprint will only assume liability for errors and unguideables caused by Sprint.**

**4.7.3.4. Rejected messages or invoices shall be returned to KMC in accordance with procedures and time frames already established between Sprint and KMC.**

4.7.4. Interfaces

4.7.4.1. When available, Sprint shall transmit formatted Recorded Usage Data to KMC via Connect:Direct as designated by KMC.

4.7.4.2. KMC shall notify Sprint of resend requirements if a pack or entire data set must be replaced due to pack rejection, damage in transit, data set name failure, *etc.*

4.7.4.3. Critical edit failure on the pack header or pack trailer records shall result in pack rejection (*e.g.*, detail record count not equal to grand total included in the pack trailer). Notification of pack rejection shall be made by KMC within one (1) business day of processing. Rejected packs shall be corrected by Sprint and retransmitted to KMC within twenty-four (24) hours or within an alternate time frame negotiated on a case-by-case basis.

4.7.4.4. A pack shall conform with the approved OBF standards.

4.7.5. Sprint shall comply with the most current version of Telcordia standard practice guidelines for formatting EMI records with the exception noted in subsection 4.7.6.2.1 above.

4.7.6. Controls

4.7.6.1. KMC and Sprint shall jointly test and certify the Connect:Direct interface to ensure the accurate transmission and receipt of Recorded Usage Data.

4.7.6.2. Sprint shall implement the industry standard header and trailer records.

4.7.6.3. Sprint agrees to provide KMC information on a subscriber's selection of billing method, special language billing, and other billing options at Parity with information maintained for Sprint subscribers.

4.7.7. Intentionally left blank

4.8. Intentionally left blank.

**5. GENERAL NETWORK REQUIREMENTS**

5.1. Sprint shall provide repair, maintenance, testing and surveillance for all Telecommunications Services and unbundled Network Elements and combinations in accordance with the terms and conditions of this Agreement.

- 5.2. During the term of this Agreement, Sprint shall provide necessary maintenance business process support as well as those technical and systems interfaces at Parity.
- 5.3. Sprint shall provide, initially on a regional basis, and subsequently on a national basis, a Single Point of Contact (“SPOC”) for KMC to report telephone maintenance issues and trouble reports twenty four (24) hours and seven (7) days a week.
- 5.4. Sprint shall provide KMC its maintenance dispatch personnel on the same schedule that it provides its own subscribers.
- 5.5. KMC shall handle all interaction with KMC subscribers including all calls regarding service problems, scheduling of technician visits, and notifying the subscriber of trouble status and resolution, except any interactions required by on-site technicians.
- 5.6. Sprint shall cooperate with KMC to meet maintenance standards for all Telecommunications Services and unbundled network elements ordered under this Agreement. Such maintenance standards shall include, without limitation, standards for testing, network management, call gapping, and notification of upgrades as they become available.
- 5.7. All Sprint employees or contractors who perform repair service for KMC subscribers shall follow Sprint standard procedures in all their communications with KMC subscribers. At a minimum these procedures and protocols shall ensure that:
  - 5.7.1. Sprint employees or contractors shall perform repair service that is equal in quality to that provided to Sprint subscribers; and
  - 5.7.2. Trouble calls from KMC shall receive response time priority that is equal to that of Sprint subscribers and shall be handled on a “first come first served” basis regardless of whether the subscriber is a KMC subscriber or a Sprint subscriber.
- 5.8. Sprint shall provide CLEC with scheduled maintenance, including, without limitation, required and recommended maintenance intervals and procedures, for all Telecommunications Services, Network Elements and combinations provided to KMC under this Agreement equal in quality to that currently provided by Sprint in the maintenance of its own network.

- 5.8.1. Sprint shall provide the maximum possible advance notice of any scheduled maintenance activity which may impact KMC's subscribers including a list of all services, elements, features, functions, and capabilities which may be impacted by Sprint maintenance activities.
- 5.8.2. Plans for scheduled maintenance shall include, at a minimum, the following information: location and type of facilities, specific work to be performed, date and time work is scheduled to commence, date and time work is scheduled to be completed.
- 5.9. Sprint shall notify KMC of all non-scheduled maintenance or other planned network activities to be performed by Sprint on any network element, including any hardware, equipment, software, or system, providing service functionality which may potentially impact KMC subscribers.
  - 5.9.1. Sprint shall provide the maximum advance notice of such non-scheduled maintenance and other planned network activities possible, under the circumstances.
  - 5.9.2. Sprint shall provide emergency maintenance as promptly as possible to maintain or restore service and shall advise KMC promptly of any such actions it takes.
- 5.10. Notice of Network Event. Each party has the duty to alert the other of any network events that can result or have resulted in service interruption, blocked calls, or negative changes in network performance.
- 5.11. Sprint shall provide KMC a detailed description of any and all emergency restoration plans and disaster recovery plans which are in place during the term of this Agreement.
- 5.12. On all misdirected calls from KMC subscribers requesting repair, Sprint shall provide such KMC subscriber with the correct KMC repair telephone number as such number is provided to Sprint by KMC. Once the Electronic Interface is established between Sprint and KMC, Sprint agrees that KMC may report troubles directly to a single Sprint repair/maintenance center for both residential and small business subscribers, unless otherwise agreed to by KMC.
- 5.13. Sprint shall inform KMC of repair completion and trouble reason as soon as practicable, with the objective of making the information available within ten (10) minutes after restoration of Network Elements, or Combinations, and any other trouble reports by KMC.
- 5.14. Intentionally left blank
- 5.15. Dispatching of Sprint technicians to KMC subscriber premises shall be

accomplished by Sprint pursuant to a request received from KMC. KMC shall be able to schedule maintenance appointments in half-day intervals. KMC will have the capability to electronically review trouble reports, analyze and sectionalize the trouble, determine whether it is necessary to dispatch a service technician to the subscriber's premises, and verify any actual work completed on the subscriber's premises.

- 5.16. Sprint shall supply KMC with a unique number to identify each KMC initial trouble report opened.
- 5.17. KMC shall have the ability to escalate repair service requests.
- 5.18. Upon establishment of an Electronic Interface, Sprint shall notify KMC via such electronic interface upon completion of trouble report. The report shall not be considered closed until such notification is made. Until an electronic interface or other system is established, Sprint shall notify KMC via fax notification or other method as the Parties may agree, which shall be acknowledged by KMC. KMC will contact its subscriber to determine if repairs were completed and confirm the trouble no longer exists prior to closure.
- 5.19. Sprint shall perform all testing for resold Telecommunications Services.
- 5.20. Sprint shall provide test results to CLEC, if appropriate, for trouble clearance. In all instances, Sprint shall provide CLEC with the disposition of the trouble.
- 5.21. If Sprint initiates trouble handling procedures, it will bear all costs associated with that activity. If CLEC requests the trouble dispatch, and either there is no trouble found, or the trouble is determined to be beyond the end user demarcation point, then CLEC will bear the cost.
- 5.22. Intentionally left blank.
- 5.23. Systems Interfaces and Information Exchanges
  - 5.23.1. Intentionally left blank.
  - 5.23.2. If systems interfaces are temporarily out of service or not yet in place, Sprint shall provide to KMC the ability to obtain the status on open maintenance trouble reports via telephone or by another interface as mutually agreed by the Parties. Sprint agrees to provide the status of residence and small business trouble reports upon KMC's request.
  - 5.23.3. Sprint agrees to advise KMC of any Central Office failure that is known at the time of any inquiry or trouble report.
  - 5.23.4. Sprint agrees to provide a repair commit time on all residences and small business trouble reports.

**5.24. Standards**

5.24.1. Intentionally left blank.

5.24.1.1. Intentionally left blank.

5.24.1.2. If additional work is required, Sprint employees or contractors shall call KMC so that KMC can schedule a new appointment with Sprint and subscriber at Parity with the process Sprint uses for its own subscribers.

5.25. Sprint shall provide repair service at Parity with Sprint's provision of repair service to its own subscribers.

**6. MISCELLANEOUS SERVICES AND FUNCTIONS**

**6.1. General**

6.1.1. To the extent that Sprint does not provide the services described in this Section 6 to itself, Sprint will use reasonable efforts to facilitate the acquisition of such services for or by KMC through the existing service provider. KMC will contract directly with the service provider for such services.

**6.2. General Requirements.**

**6.2.1. Basic 911 and E911 General Requirements**

6.2.1.1. Tandem Switching shall provide interconnection to the E911 PSAP where the underlying Tandem is acting as the E911 Tandem.

6.2.1.2. Basic 911 and E911 provides a caller access to the appropriate emergency service bureau by dialing a 3-digit universal telephone number (911). Basic 911 and E911 access from Local Switching shall be provided to KMC in accordance with the following:

6.2.1.3. E911 shall provide additional routing flexibility for 911 calls. E911 shall use subscriber data, contained in the Automatic Location Identification/ Data Management System ("ALI/DMS"), to determine to which Public Safety Answering Point ("PSAP") to route the call.

6.2.1.4. If available, Sprint shall offer a third type of 911 Service, S911. All requirements for E911 also apply to S911 with the exception of the type of signaling used on the interconnection trunks from the local Switch to the S911 tandem.

- 6.2.1.5. Basic 911 and E911 functions provided to KMC shall be at least at Parity with the support and services that Sprint provides to its subscribers for such similar functionality.
- 6.2.1.6. Basic 911 and E911 access when KMC purchases Local Switching shall be provided to CLEC in accordance with the following:
  - 6.2.1.6.1. Sprint shall conform to all state regulations concerning emergency services.
  - 6.2.1.6.2. For E911, Sprint shall use its service order process to update and maintain subscriber information in the ALI/DMS. Through this process, Sprint shall provide and validate KMC subscriber information resident or entered into the ALI/DMS.
- 6.2.1.7. Sprint shall provide for overflow 911 traffic to be routed to Sprint Operator Services or, at KMC's discretion, directly to KMC operator services.
- 6.2.1.8. Basic 911 and E911 access from the KMC local switch shall be provided to KMC in accordance with the following:
  - 6.2.1.8.1. If required by KMC, Sprint, at KMC's sole expense, shall interconnect direct trunks from the KMC network to the E911 PSAP, or the E911 Tandems as designated by KMC. Such trunks may alternatively be provided by KMC.
  - 6.2.1.8.2. In government jurisdictions where Sprint has obligations under existing agreements as the primary provider of the 911 System to the county (Host SPRINT), KMC shall participate in the provision of the 911 System as follows:
    - 6.2.1.8.2.1. Each party shall be responsible for those portions of the 911 System for which it has control, including any necessary maintenance to each party's portion of the 911 System.
    - 6.2.1.8.2.2. Host SPRINT shall be responsible for maintaining the E-911 database. Sprint shall be responsible for maintaining the E-911 routing database.

- 6.2.1.8.3. If a third party is the primary service provider to a government agency, KMC shall negotiate separately with such third party with regard to the provision of 911 service to the agency. All relations between such third party and KMC are totally separate from this Agreement and Sprint makes no representations on behalf of the third party.
- 6.2.1.8.4. If KMC or its Affiliate is the primary service provider to a government agency, KMC and Sprint shall negotiate the specific provisions necessary for providing 911 service to the agency and shall include such provisions in an amendment to this Agreement.
- 6.2.1.8.5. Interconnection and database access shall be priced as specified in Table One.
- 6.2.1.8.6. Sprint shall comply with established, competitively neutral intervals for installation of facilities, including any collocation facilities, diversity requirements, etc.
- 6.2.1.8.7. In a resale situation, where it may be appropriate for Sprint to update the ALI database, Sprint shall update such database with KMC data in an interval at Parity with that experienced by Sprint subscribers.
- 6.2.1.9. Intentionally left blank.
- 6.2.1.10. Sprint shall transmit to KMC daily all changes, alterations, modifications, and updates to the emergency public agency telephone numbers linked to all NPA NXX's. This transmission shall be electronic and be a separate feed from the subscriber listing feed.
- 6.2.1.11. Sprint shall provide to KMC the necessary UNEs for KMC to provide E911/911 services to government agencies. If such elements are not available from Sprint, Sprint shall offer E911/911 service for resale by KMC to government agencies.



**6.2.1.12. The following are Basic 911 and E911 Database Requirements**

- 6.2.1.12.1. The ALI database shall be managed by Sprint, but is the property of Sprint and KMC for those records provided by KMC.**
- 6.2.1.12.2. To the extent allowed by the governmental agency, and where available, copies of the SIG shall be provided within three (3) business days from the time requested and provided on diskette, or in a format suitable for use with desktop computers.**
- 6.2.1.12.3. KMC shall be solely responsible for providing KMC database records to Sprint for inclusion in Sprint's ALI database on a timely basis.**
- 6.2.1.12.4. Sprint and KMC shall arrange for the automated input and periodic updating of the E911 database information related to KMC end users. Sprint shall work cooperatively with KMC to ensure the accuracy of the data transfer by verifying it against the SIG. Sprint shall accept electronically transmitted files that conform to NENA Version #2 format.**
- 6.2.1.12.5. KMC shall assign an E911 database coordinator charged with the responsibility of forwarding KMC end user ALI record information to Sprint or via a third-party entity, charged with the responsibility of ALI record transfer. KMC assumes all responsibility for the accuracy of the data that KMC provides to Sprint.**
- 6.2.1.12.6. KMC shall provide information on new subscribers to Sprint within one (1) business day of the order completion. Sprint shall update the database within two (2) business days of receiving the data from KMC. If Sprint detects an error in the KMC provided data, the data shall be returned to KMC within two (2) business days from when it was provided to Sprint. KMC shall respond to requests from Sprint to make corrections to database record errors by uploading corrected records within two (2) business days. Manual entry**

shall be allowed only in the event that the system is not functioning properly.

6.2.1.12.7. Sprint agrees to treat all data on KMC subscribers provided under this Agreement as confidential and to use data on KMC subscribers only for the purpose of providing E911 services.

6.2.1.12.8. Sprint shall adopt use of a KMC Code (NENA standard five-character field) on all ALI records received from KMC. The KMC Code will be used to identify the KMC of record in LNP/INP configurations.

6.2.1.12.9. Sprint shall identify which ALI databases cover which states, counties or parts thereof, and identify and communicate a Point of Contact for each.

6.2.1.13. The following are basic 911 and E911 Network Requirements

6.2.1.13.1. Sprint, at KMC's option, shall provide a minimum of two (2) E911 trunks per 911 switching entity, or that quantity which will maintain P.01 transmission grade of service, whichever is the higher grade of service. Where applicable these trunks will be dedicated to routing 911 calls from KMC's switch to a Sprint selective router.

6.2.1.13.2. Sprint shall provide the selective routing of E911 calls received from KMC's switching office. This includes the ability to receive the ANI of KMC's subscriber, selectively route the call to the appropriate PSAP, and forward the subscriber's ANI to the PSAP. Sprint shall provide KMC with the appropriate CLLI codes and specifications regarding the Tandem serving area associated addresses and meet-points in the network.

6.2.1.13.3. Sprint will provide to KMC selective router location information necessary to set up its network to route E911 callers to the correct selective router.

6.2.1.13.4. KMC shall ensure that its switch provides an eight-digit ANI consisting of an information digit

and the seven-digit exchange code. KMC shall also ensure that its switch provides the line number of the calling station. Where applicable, KMC shall send a ten-digit ANI to Sprint when there is an ANI failure the CLEC shall send the Central Office Trunk Group number in the Emergency Service Central Office (ESCO) format.

6.2.1.13.5. Each ALI discrepancy report shall be jointly researched by Sprint and KMC. Corrective action shall be taken immediately by the responsible party.

6.2.1.13.6. Where Sprint controls the 911 network, Sprint should provide KMC with a detailed written description of, but not limited to, the following information:

6.2.1.13.6.1. Geographic boundaries of the government entities, PSAPs, and exchanges as necessary.

6.2.1.13.6.2. LECs rate centers/exchanges, where "Rate Center" is defined as a geographically specified area used for determining mileage dependent rates in the Public Switched Telephone Network.

6.2.1.13.6.3. Technical specifications for network interface, Technical specifications for database loading and maintenance.

6.2.1.13.7. Sprint shall identify special routing arrangements to complete overflow.

6.2.1.13.8. Sprint shall begin restoration of E911 and/or E911 trunking facilities immediately upon notification of failure or outage. Sprint must provide priority restoration of trunks or networks outages on the same terms/conditions it provides itself and without the imposition of Telecommunications Service Priority (TSP).

6.2.1.13.9. Repair service shall begin immediately upon receipt of a report of a malfunction. Repair service includes testing and diagnostic service from a remote location, dispatch of or in-person visit(s) of

personnel. Technicians will be dispatched without delay.

6.2.1.13.10. Sprint shall identify any special operator-assisted calling requirements to support 911.

6.2.1.13.11. Trunking shall be arranged to minimize the likelihood of central office isolation due to cable cuts or other equipment failures. There will be an alternate means of transmitting a 911 call to a PSAP in the event of failures.

6.2.1.13.12. Circuits shall have interoffice, loop and CLEC system diversity when such diversity can be achieved using existing facilities. Circuits will be divided as equally as possible across available CLEC systems. Diversity will be maintained or upgraded to utilize the highest level of diversity available in the network.

6.2.1.13.13. All 911 trunks must be capable of transmitting and receiving Baudot code or ASII necessary to support the use of Telecommunications Devices for the Deaf (TTY/TDDs).

6.2.1.14. Basic 911 and E911 Additional Requirements

6.2.1.14.1. All KMC lines that have been ported via INP shall reach the correct PSAP when 911 is dialed. Sprint shall send both the ported number and the KMC number (if both are received from KMC). The PSAP attendant shall see both numbers where the PSAP is using a standard ALI display screen and the PSAP extracts both numbers from the data that is sent.

6.2.1.14.2. Sprint shall work with the appropriate government agency to provide KMC the ten-digit POTS number of each PSAP which sub-tends each Sprint selective router/911 Tandem to which KMC is interconnected.

6.2.1.14.3. Sprint shall notify KMC 48 hours in advance of any scheduled testing or maintenance affecting KMC 911 service, and provide

notification as soon as possible of any unscheduled outage affecting KMC 911 service.

6.2.1.14.4. KMC shall be responsible for reporting all errors, defects and malfunctions to Sprint. Sprint shall provide KMC with the point of contact for reporting errors, defects, and malfunctions in the service and shall also provide escalation contacts.

6.2.1.14.5. KMC may enter into subcontracts with third parties, including KMC Affiliates, for the performance of any of KMC's duties and obligations stated herein.

6.2.1.14.6. Sprint shall provide sufficient planning information regarding anticipated moves to SS7 signaling, for 911 services, for the next twelve (12) months.

6.2.1.14.7. Sprint shall provide notification of any impacts to the 911 services provided by Sprint to CLEC resulting from of any pending Tandem moves, NPA splits, or scheduled maintenance outages, with enough time to react.

6.2.1.14.8. Sprint shall identify process for handling of "reverse ALI" inquiries by public safety entities.

6.2.1.14.9. Sprint shall establish a process for the management of NPA splits by populating the ALI database with the appropriate new NPA codes.

6.2.1.14.10. Sprint must provide the ability for KMC to update the 911 data base with end user information for lines that have been ported via INP or NP.

6.2.2. Intentionally left blank.

6.2.3. Intentionally left blank.

6.2.4. Directory Listings Service Requests

6.2.4.1. These requirements pertain to Sprint's Listings Service Request process that enables KMC to (a) submit KMC subscriber information for inclusion in Directory Listings databases; (b) submit KMC subscriber information for inclusion in published directories; and (c) provide KMC

subscriber delivery address information to enable Sprint to fulfill directory distribution obligations.

6.2.4.1.1. When implemented by the Parties, Sprint shall accept orders on a real-time basis via electronic interface in accordance with OBF Directory Service Request standards within three (3) months of the effective date of this Agreement. In the interim, Sprint shall create a standard format and order process by which CLEC can place an order with a single point of contact within Sprint.

6.2.4.1.2. Sprint will provide to KMC the following Directory Listing Migration Options, valid under all access methods, including but not limited to, Resale, UNEs and Facilities-Based:

6.2.4.1.2.1. Migrate with no Changes. Retain all white page listings for the subscriber in both Directory Assistance ("DA") and Directory Listings ("DL"). Transfer ownership and billing for white page listings to KMC.

6.2.4.1.2.2. Migrate with Additions. Retain all white page listings for the subscriber in DL. Incorporate the specified additional listings order. Transfer ownership and billing for the white page listings to KMC.

6.2.4.1.2.3. Migrate with Deletions. Retain all white page listings for the subscriber in DL. Delete the specified listings from the listing order. Transfer ownership and billing for the white page listings to KMC.

6.2.4.1.3. To ensure accurate order processing, Sprint or its directory publisher shall provide to KMC the following information, with updates promptly upon changes:

6.2.4.1.3.1. A matrix of NXX to central office;

6.2.4.1.3.2. Geographical maps if available of Sprint service area;

- 6.2.4.1.3.3. A description of calling areas covered by each directory, including but not limited to maps of calling areas and matrices depicting calling privileges within and between calling areas;
- 6.2.4.1.3.4. Intentionally left blank
- 6.2.4.1.3.5. Intentionally left blank.
- 6.2.4.1.3.6. Directory product changes;
- 6.2.4.1.3.7. Listing format rules;
- 6.2.4.1.3.8. Listing alphabetizing rules;
- 6.2.4.1.3.9. Standard abbreviations acceptable for use in listings and addresses;
- 6.2.4.1.3.10. Titles and designations; and
- 6.2.4.1.3.11. A list of all available directories and their Business Office close dates.
- 6.2.4.1.4. Based on changes submitted by KMC, Sprint shall update and maintain directory listings data for KMC subscribers who:
  - 6.2.4.1.4.1. Disconnect Service;
  - 6.2.4.1.4.2. Change CLEC;
  - 6.2.4.1.4.3. Install Service;
  - 6.2.4.1.4.4. Change any service which affects DA information;
  - 6.2.4.1.4.5. Specify Non-Solicitation; and
  - 6.2.4.1.4.6. Are Non-Published, Non-Listed, or Listed.
- 6.2.4.1.5. Sprint shall not charge for storage of KMC subscriber information in the DL and DA systems.

6.2.4.1.6. KMC shall not charge for storage of Sprint subscriber information in the DL and DA systems.

6.2.5. Directory Listings General Requirements. KMC acknowledges that many directory functions including but not limited to yellow page listings, enhanced white page listings, information pages, directory proofing, and directory distribution are not performed by Sprint but rather are performed by and are under the control of the directory publisher. KMC acknowledges that for a KMC subscriber's name to appear in a directory, KMC must submit a Directory Service Request (DSR). Sprint shall use reasonable efforts to assist KMC in obtaining an agreement with the directory publisher that treats KMC at Parity with the publisher's treatment of Sprint.

6.2.5.1. This § 6.2.5 pertains to listings requirements published in the traditional white pages.

6.2.5.2. Sprint shall include in its master subscriber system database all white pages listing information for KMC subscribers in Sprint territories where KMC is providing local telephone exchange services and has submitted a DSR.

6.2.5.3. Sprint agrees to include the same basic White pages listing for each KMC customer that Sprint provides its subscribers, at no additional charge to KMC. A basic White Pages listing is defined as a customer name, address and either the KMC assigned number for a customer or the number for which number portability is provided, but not both numbers. Basic White Pages listings of KMC customers will be interfiled with listings of Sprint and other LEC customers.

6.2.5.4. Sprint does not publish yellow pages. All arrangements involving yellow page listings must be between KMC and the yellow pages publisher.

6.2.5.5. State, local, and federal government listings shall be included in the appropriate section of the directory at charges in Parity with Sprint's own policies.

6.2.5.6. Prior to the date on which updates to the directory are no longer allowed (the business office close date), Sprint shall provide KMC a reasonable amount of time to review and correct KMC subscriber white pages Directory Listings.



- 6.2.5.7. KMC agrees to provide KMC customer listing information, including without limitation directory distribution information, to Sprint, at no charge. Sprint will provide KMC with the appropriate format for provision of KMC customer listing information to Sprint. The parties agree to adopt a mutually acceptable electronic format for the provision of such information as soon as practicable. In the event OBF adopts an industry-standard format for the provision of such information, the parties agree to adopt such format.
- 6.2.5.8. Sprint agrees to provide White Pages database maintenance services to KMC. KMC will be charged a Service Order entry fee upon submission of Service Orders into Sprint's Service Order Entry (SOE) System, which will include compensation for such database maintenance services. Service Order entry fees apply when Service Orders containing directory records are entered into Sprint's SOE System initially, and when Service Orders are entered in order to process a requested change to directory records.
- 6.2.5.9. KMC customer listing information will be used solely for the provision of directory services, including the sale of directory advertising to KMC customers.
- 6.2.5.10. In addition to a basic White Pages listing, Sprint will provide, tariffed White Pages listings (e.g.: additional, alternate, foreign and non-published listings) for KMC to offer for resale to KMC's customers.
- 6.2.5.11. Sprint, or its directory publisher, agree to provide White Pages distribution services to CLEC customers within Sprint's service territory at no additional charge to CLEC. Sprint represents that the quality, timeliness, and manner of such distribution services will be at Parity with those provided to Sprint and to other CLEC customers.
- 6.2.5.12. Sprint shall permit, or ensure a third party permits, KMC subscribers to place orders for foreign directories on the same terms and conditions such directories are made available to Sprint subscribers. Sprint shall provide to KMC the procedures, terms, and conditions for obtaining foreign telephone directories from Sprint.
- 6.2.5.13. Sprint or its directory publisher, and KMC shall agree on a reasonable number of directories that will be provided to KMC upon its request for KMC's internal use to cover

Sprint's service areas in which KMC is an authorized CLEC.

6.2.5.14. Sprint shall make available current recycling services to KMC subscribers under the same terms and conditions that Sprint makes such services available to its subscribers.

6.2.5.15. Sprint agrees to include critical contact information pertaining to KMC in the "Information Pages" of those of its White Pages directories containing information pages, provided that KMC meets criteria established by its directory publisher. Critical contact information includes KMC's business office number, repair number, billing information number, and any other information required to comply with applicable regulations, but not advertising or purely promotional material. KMC will not be charged for inclusion of its critical contact information. The format, content and appearance of KMC's critical contact information will conform to applicable Sprint directory publisher's guidelines and will be consistent with the format, content and appearance of critical contact information pertaining to all CLECs in a directory.

6.2.5.16. Sprint will accord KMC customer listing information the same level of confidentiality that Sprint accords its own proprietary customer listing information. Sprint shall ensure that access to KMC customer proprietary listing information will be limited solely to those of Sprint and Sprint's directory publisher's employees, agents and contractors that are directly involved in the preparation of listings, the production and distribution of directories, and the sale of directory advertising. Sprint will advise its own employees, agents and contractors and its directory publisher of the existence of this confidentiality obligation and will take appropriate measures to ensure their compliance with this obligation. Notwithstanding any provision herein to the contrary, the furnishing of White Pages proofs to a CLEC that contains customer listings of both Sprint and KMC will not be deemed a violation of this confidentiality provision.

6.2.5.17. Sprint will sell or license CLEC's customer listing information to any third parties unless CLEC submits written requests that Sprint refrain from doing so. Sprint and CLEC will work cooperatively to share any payments for the sale or license of CLEC customer listing information to third parties. The parties acknowledge that the release of CLEC's customer listing to Sprint's directory

publisher will not constitute the sale or license of CLEC's customer listing information causing any payment obligation to arise pursuant to this § **Error! Reference source not found.** Notwithstanding the foregoing, this does not limit KMC's rights to sell or license KMC's customer listing information directly with a third party.

**6.2.6. Other Directory Services.** Sprint will exercise reasonable efforts to cause its directory publisher to enter into a separate agreement with KMC which will address other directory services desired by KMC as described in this § 6.2.6. Both parties acknowledge that Sprint's directory publisher is not a party to this Agreement and that the provisions contained in this § 6.2.6 are not binding upon Sprint's directory publisher.

**6.2.6.1.** Sprint's directory publisher will negotiate with KMC concerning the provision of a basic Yellow Pages listing to KMC customers located within the geographic scope of publisher's Yellow Pages directories and distribution of Yellow Pages directories to KMC customers.

**6.2.6.2.** Directory advertising will be offered to KMC customers on a nondiscriminatory basis and subject to the same terms and conditions that such advertising is offered to Sprint and other KMC customers. Directory advertising will be billed to KMC customers by directory publisher.

**6.2.6.3.** Directory publisher will use commercially reasonable efforts to ensure that directory advertising purchased by customers who switch their service to KMC is maintained without interruption.

**6.2.6.4.** Information pages, in addition to any information page or portion of an information page containing critical contact information as described above in § 6.2.3.15 may be purchased from Sprint's directory publisher, subject to applicable directory publisher guidelines, criteria, and regulatory requirements.

**6.2.6.5.** Directory publisher maintains full authority as publisher over its publishing policies, standards and practices, including decisions regarding directory coverage area, directory issue period, compilation, headings, covers, design, content or format of directories, and directory advertising sales.

**6.2.7.** Directory Assistance Data. This section refers to the residential, business, and government subscriber records

used by Sprint to create and maintain databases for the provision of live or automated operator assisted Directory Assistance. Directory Assistance Data is information that enables telephone exchange CLECs to swiftly and accurately respond to requests for directory information, including, but not limited to name, address and phone numbers. Under the provisions of the Act and the FCC's Interconnection order, Sprint shall provide unbundled and non-discriminatory access to the residential, business and government subscriber records used by Sprint to create and maintain databases for the provision of live or automated operator assisted Directory Assistance. This access shall be provided under separate contract.

**6.3. Systems Interfaces and Exchanges**

**6.3.1. Directory Assistance Data Information Exchanges and Interfaces**

**6.3.1.1. Subscriber List Information**

6.3.1.1.1. Sprint shall provide to KMC, within sixty (60) days after the Approval Date of this Agreement, or at KMC's request, all published Subscriber List Information (including such information that resides in Sprint's master subscriber system/accounts master file for the purpose of publishing directories in any format as specified by the Act) via an electronic data transfer medium and in a mutually agreed to format, on the same terms and conditions and at the same rates that the Sprint provides Subscriber List Information to itself or to other third parties. All changes to the Subscriber List Information shall be provided to KMC pursuant to a mutually agreed format and schedule. Both the initial List and all subsequent Lists shall indicate for each subscriber whether the subscriber is classified as residence or business class of service.

6.3.1.1.2. KMC shall provide directory listings to Sprint pursuant to the directory listing and delivery requirements in the approved OBF format, at a mutually agreed upon timeframe. Other formats and requirements shall not be used unless mutually agreed to by the parties.

- 6.3.1.2. Intentionally left blank.
- 6.3.1.3. Intentionally left blank.
- 6.3.1.4. Intentionally left blank.
- 6.3.1.5. Listing Types

LISTED	The listing information is available for all directory requirements.
NON-LISTED	The listing information is available to all directory requirements, but the information does not appear in the published street directory.
NON-PUBLISHED	A directory service may confirm, by name and address, the presence of a listing, but the telephone number is not available. The listing information is not available in either the published directory or directory assistance.

- 6.3.1.6. Intentionally left blank.

#### 6.4. Systems Security

- 6.4.1. Sprint shall provide an appropriate and sufficient back-up and recovery plan to be used in the event of a system failure or emergency.
- 6.4.2. Where technically available, Sprint shall install controls to:
  - (i) disconnect a user for a pre-determined period of inactivity on authorized ports; (ii) to protect user Proprietary Information; and (iii) ensure both ongoing operational and update integrity.
- 6.4.3. Sprint shall provide network security: (i) ensuring that all systems and modem access are secured through security methods; and (ii) ensuring that access to or connection with a systems platform be established through mutually agreed networks or Gateways.
- 6.4.4. Sprint agrees to comply with industry accepted standards which in large measure reflect common practices and proven technology for protecting computer resources.

#### 6.5. Law Enforcement Interface

- 6.5.1. Pursuant to valid legal authorization, Sprint shall provide seven (7) day a week/twenty-four (24) hour a day installation and information retrieval pertaining to traps,

assistance involving emergency traces and information retrieval on subscriber invoked CLASS services, including, without limitation, call traces requested by KMC.

## PART J - REPORTING STANDARDS

Sprint proposed language:1. GENERAL

Sprint shall satisfy all service standards, intervals, measurements, specifications, performance requirements, technical requirements, and performance standards and will pay any penalties for violation of the performance standards that are required by law or regulation. In addition, Sprint's performance under this agreement shall be provided to CLEC at parity with the performance Sprint provides itself for like service(s).

KMC proposed language:1. GENERAL

1.1. Sprint shall satisfy all service standards, intervals, measurements, specifications, performance requirements, technical requirements, and performance standards and will pay any penalties for violation of the performance standards that are required by law or regulation. In addition, Sprint's performance under this agreement shall be provided to KMC at parity with the performance provided to other carriers and to itself for like service(s).

2. REQUIREMENTS AND GUIDELINES FOR PERFORMANCE REPORTING

2.1. Sprint shall provide, on a monthly basis, performance measurement results for all states requested by KMC. Sprint shall report these results on both a KMC-specific and carrier-aggregate basis, and will include performance results for service Sprint provides to itself for comparable services. These measures shall be provided by the date established by applicable Commission rules and orders, and no later than the twentieth (20th) day of the subsequent month in all other states.

2.2. The performance measurement results to be provided shall cover Sprint's performance in the areas of Pre-Ordering, Ordering, Provisioning, Maintenance & Repair, Databases, Service Centers and Collocation. Sprint shall provide these performance measurement results in accordance with applicable Commission rules and orders, on a voluntary basis for all other states requested by KMC. The performance measurement results to be provided, and the related performance standards, are specified in Exhibit A of this Appendix.

**2.3. If Sprint should fail to meet any of the performance standards specified, it shall:**

**2.3.1. Provide, satisfy and otherwise comply with all remedies, requirements and/or penalties specified in applicable laws, rules or regulations.**

**2.3.2. Undertake a good faith root cause analysis, and implement an action plan to meet the performance standard(s) and prevent the failure(s) from recurring.**

**2.3.3. Where failure to meet any performance standard directly impacts KMC, the Parties shall meet to review the performance at issue, the root cause analysis and the action plan. The Parties shall bring appropriate subject matter experts as well as personnel with appropriate decision-making authority to such meetings. The Parties shall meet on a monthly basis until Sprint's performance meets the performance standard specified in Exhibit A to this Appendix or required by applicable Commission rules and orders**

**2.4. The Parties will establish a mechanism to address performance areas in which Sprint has failed to meet the applicable performance standard on a repeated or chronic basis. Should Sprint fail to meet a performance standard for two consecutive months or for three months in any given six (6) month period, the activities and joint meetings specified in the preceding section will be escalated to the management level above that responsible for the initial resolution. Should such escalation fail to bring Sprint's performance into compliance with the applicable standard, the issue will be escalated to the Vice Presidential level within each Party's organization.**

**Sprint proposed language:**

**No specific language proposed.**

**KMC proposed language:**

**2.5 The Parties agree to utilize a self-executing performance remedy plan (PRP) that will contain financial penalties for substandard performance by Sprint. The PRP will be based on the incentive plan established by the Commission for the RBOC, as modified and amended as of the date of this Agreement. The PRP will be modified from the RBOC plan to reflect only (a) the pro-rata size of the Sprint market as compared to the RBOC market, (b) the specific UNEs, Interconnection, services and interfaces to be utilized by KMC, and (c) any technical distinctions between the interfaces used by Sprint and those employed by the RBOC. The Sprint PRP will be updated annually to reflect modifications and amendments to the RBOC plan.**



## **PART K – COLLOCATION**

### **1. SCOPE OF COLLOCATION SECTION**

- 1.1. Sprint will provide Collocation to KMC in accordance with this Agreement for the purposes of Interconnection to Sprint pursuant to the Act (including 47 U.S.C. § 251(c)(2)) and for obtaining access to Sprint's UNEs pursuant to the Act (including 47 U.S.C. § 251(c)(3)). Collocation shall be provided on a nondiscriminatory basis, on a "first-come, first-served" basis, and otherwise in accordance with the requirements of the Act (including 47 U.S.C. § 251(c)(6)).

Sprint proposed language:

- 1.2. Prices and fees for collocation and other services under this Agreement are contained in Table Two.
- 1.3. This Agreement states the general terms and conditions upon which Sprint will grant to KMC a non-exclusive license to gain access to and occupy the Collocation Space, and other associated facilities as may be necessary, for the sole and exclusive purpose of providing telecommunications service as specifically identified on a completed, numbered and dated Site Collocation License executed by both Parties (which Site Collocation License shall be in substantially the form attached as Attachment A). Such service will be provided by installing, maintaining and operating KMC's equipment, which will interconnect with Telecommunications Services and facilities provided by Sprint or others in accordance with this Agreement.

### **2. TERMINATION OF COLLOCATION SPACE**

- 2.1. Termination. KMC may terminate occupancy in a particular Collocation Space upon thirty (30) calendar days prior written notice to Sprint. Upon termination of such occupancy, KMC at its expense shall remove its equipment and other property from the Collocation Space. KMC shall have thirty (30) calendar days from the termination date to complete such removal, including the removal of all equipment and facilities of KMC's Guests; provided, however, that KMC shall continue payment of monthly fees to Sprint until such date as KMC has fully vacated the Collocation Space. KMC will surrender the Collocation Space to Sprint in the same condition as when first occupied by KMC, except for ordinary wear and tear.
- 2.2. KMC shall be responsible for the actual cost of removing any enclosure, together with all supporting structures (e.g., racking, conduits), of an Adjacent Collocation arrangement at the termination of occupancy and restoring the grounds to their original condition.
- 2.3. Upon termination of KMC's right to possession without termination, KMC

shall surrender possession and vacate the Collocation Space within thirty (30) calendar days. Failure to surrender the Collocation Space within 30 days shall be considered abandonment and Sprint will have the right to remove the equipment and other property of KMC or the KMC's Guest at KMC's expense and with no liability for damage or injury to KMC's property, unless due to Sprint's acts of gross negligence or willful misconduct.

- 2.4. Should Sprint under any section of this Agreement remove any of KMC's equipment from its collocation space, Sprint will deliver to KMC any equipment removed by Sprint upon payment by KMC of the cost of removal, storage and delivery, or as may otherwise be required by law, and all other undisputed amounts due Sprint under Part K of this Agreement. Should KMC fail to remove any of its equipment deemed abandoned, title thereto shall pass to Sprint under this Agreement as if by a Bill of Sale. Nothing herein shall limit Sprint from pursuing, at its option, any other remedy in law, equity, or otherwise related to KMC's occupancy in the Collocation Space, including any other remedy provided in this Agreement.
- 2.5. Surrender of Keys. KMC shall surrender all keys, access cards and Sprint-provided photo identification cards to the Collocation Space and the Building to Sprint, and shall make known to Sprint the combination of all combination locks remaining on the Collocation Space.
- 2.6. To the extent allowed by law, if it becomes necessary in Sprint's reasonable judgment, and there are no other reasonable alternatives available, Sprint shall have the right, for good cause shown, and upon 30 days prior notice, to reclaim the Collocation Space or any portion thereof, any Inner Duct, Outside Cable Duct, Cable Vault space or other Sprint-provided facility in order to fulfill its common carrier obligations, any order or rule of the state commission or the FCC, or Sprint's tariffs to provide Telecommunications Services to its end user customers. If KMC disagrees with Sprint's request, KMC may seek resolution of the dispute pursuant to the Dispute Resolution procedures in Part B of this Agreement prior to Sprint's reclamation. Sprint shall not exercise any reclamation rights until said dispute is resolved. In such cases, Sprint will reimburse KMC for reasonable direct costs and expenses in connection with such reclamation.
- 2.7. If it becomes necessary in Sprint's reasonable judgment, and there are no other reasonable alternatives, to require KMC to move to equivalent space in the Premises upon receipt of sixty (60) days written notice from Sprint, in which event, Sprint shall pay all moving costs, and the Collocation License Fee provided for herein shall remain the same.

### **3. COLLOCATION OPTIONS**

- 3.1. Cageless. Sprint will offer Collocation Space to allow KMC to collocate its equipment and facilities, and without requiring the construction of a cage or similar structure. Sprint will allow KMC to have access to its equipment and facilities 24 hours a day, 7 days a week without need for a security escort provided that KMC has met Sprint's safety and security requirements. Sprint may require KMC to use a central entrance to the Sprint Central Office. Sprint shall make cageless collocation available in single bay increments. Sprint will assign cageless Collocation Space in conventional equipment rack lineups where feasible, which may include space adjacent to Sprint's equipment. For equipment requiring special technical considerations, KMC must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core and shall be responsible for constructing all special technical requirements associated with such equipment pursuant to this Agreement. Notwithstanding anything to the contrary of these provisions, Sprint has sole authority to assign space in accordance with Applicable Law.
- 3.2. Caged. Sprint will authorize the enclosure of KMC's equipment and facilities at KMC's option. Sprint will provide guidelines and specifications upon request. Based on KMC's request, space and cage enclosures in amounts as small as that sufficient to house and maintain a single rack or bay or equipment will be made available. At KMC's option, Sprint will permit KMC to arrange with a third party vendor to construct a Collocation Arrangement enclosure at KMC's sole expense. KMC's third party vendor will be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. The third party vendor shall bill KMC directly for all work performed for KMC and Sprint will have no liability for nor responsibility to pay such charges imposed by the third party vendor. KMC must provide the local Sprint building contact with one Access key used to enter the locked enclosure. Except in case of emergency, Sprint will not access KMC's locked enclosure prior to notifying KMC and obtaining authorization. In the case of an emergency, Sprint will immediately notify KMC as soon as practicable that emergency access was necessary.
  - 3.2.1. Sprint has the right to review KMC's plans and specifications prior to allowing construction to start. Sprint will complete its review within fifteen (15) calendar days of receipt of such plans. Sprint has the right to inspect the enclosure after construction to make sure it is constructed according to the submitted plans and specifications. Sprint can require KMC to remove or correct, at its cost, any structure that does not meet these plans.
  - 3.2.2. Collocation Cost Allocation. The cost of security arrangements, site preparation, and other costs necessary to the provisioning of Collocation Space shall be allocated as follows:

- 3.2.2.1. If costs incurred by Sprint will benefit only KMC in a specific end office, KMC will pay 100% of the costs;
- 3.2.2.2. If costs incurred by Sprint will benefit both current and future collocating parties, the costs shall be recoverable by Sprint based upon the amount of floor space occupied by a collocating party, relative to the total collocation space for which site preparation was performed; and
- 3.2.2.3. If costs incurred by Sprint benefit current or future collocating parties and the Sprint, the costs shall be recoverable by Sprint based on the amount of square feet used by the collocator or Sprint, relative to the total useable square footage in the central office.

**Sprint proposed language:**

- 3.3. **Shared (Subleased) Caged Collocation. KMC may allow other telecommunications carriers to share its caged collocation arrangement pursuant to terms and conditions agreed to by KMC ("Host") and other telecommunications carriers ("Guests"). KMC will notify Sprint in writing upon execution of any agreement between the Host and its Guest within twelve (12) calendar days of its execution. Further, such notice shall include the name of the Guest(s) and their term of agreement, and shall contain a certification by KMC that said agreement imposes upon the Guest(s) the same terms and conditions (excluding rates) for collocation space as set forth in this Agreement.**

**KMC proposed language:**

- 3.3. **Shared (Subleased) Caged and Cageless Collocation. KMC may allow other telecommunications carriers to share its caged collocation or cageless rack bay arrangements pursuant to terms and conditions agreed to by KMC ("Host") and other telecommunications carriers ("Guests"). KMC will notify Sprint in writing upon execution of any agreement between the Host and its Guest within twelve (12) calendar days of its execution. Further, such notice shall include the name of the Guest(s) and their term of agreement, and shall contain a certification by KMC that said agreement imposes upon the Guest(s) the same terms and conditions for collocation space as set forth in this Agreement.**

- 3.3.1. As Host, KMC will be the sole interface and responsible party to Sprint for the purpose of submitting applications for initial and additional equipment placements of Guest (to the extent required under other sections of this Agreement); for assessment and

payment of rates and charges applicable to the Collocations space; and for the purposes of ensuring that the safety and security requirements of this Agreement are fully complied with by the Guest, its employees and agents. In making shared cage arrangements, Sprint will not increase the cost of site preparation or nonrecurring charges above the cost of provisioning such a cage of similar dimensions and material to a CLEC.

- 3.3.2. Sprint will not place unreasonable restrictions on KMC's use of a cage, and as such will allow KMC to contract with other CLECs to share the cage in a sublease type arrangement. If two (2) or more CLECs have interconnection agreements with Sprint utilize a shared collocation cage, Sprint will permit each CLEC to order UNEs, cross connects, and carrier-to-carrier cross connects directly from Sprint and provision service from the shared collocation space, regardless of which CLEC was the original collocater. The bill for these interconnecting facilities, services and access to UNEs ordered by Guests will be charged to the Guest(s) pursuant to the applicable Tariff or the Guest's interconnection agreement with Sprint.
- 3.3.3. If Host terminates a Collocation Arrangement, Host will provide Guest 30 days notice. Guest will assume all obligations and rights of Host as to that Collocation Arrangement if Guest remains in the Collocation Space, including payment of all charges.
- 3.4. Adjacent Collocation. Sprint will provide adjacent collocation arrangements ("Adjacent Arrangement") where space within the Premises is legitimately exhausted, subject to technical feasibility. Both Parties will mutually agree on the location of the designated space on the Sprint property where the adjacent structure (such as a CEV or similar structure) will be placed either Party may seek resolution of the dispute via the Dispute Resolution. If a mutual agreement cannot be reached, Sprint will decide the location subject to zoning or other state and local regulations, safety and maintenance requirements, and space properly reserved for future use. Sprint will provide adjacent collocation in accordance with 47 C.F.R. 51.323(F)(7).
  - 3.4.1. KMC will provide a concrete pad, the structure housing the arrangement, HVAC, lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the Sprint point of interconnection. Should KMC elect such an option, KMC must arrange with a third party vendor to construct an Adjacent Arrangement structure in accordance with this Agreement.
  - 3.4.2. Sprint maintains the right to review KMC's plans and specifications prior to construction of an Adjacent

Arrangement(s). Sprint will complete its review within fifteen (15) calendar days of receipt of KMC's application for adjacent collocation. Except that such time period may be extended if any delay is due to the actions of KMC.

3.4.2.1. Sprint may inspect the Adjacent Arrangement(s) following construction and prior to commencement to ensure the design and construction comply with submitted plans. If Sprint decides to inspect the completed Adjacent Arrangement, Sprint will complete its inspection within fifteen (15) calendar days after receipt of written notification of completion of the enclosure from KMC. Sprint may require KMC to correct any deviations from approved plans found during such inspection(s).

3.4.3. Sprint will provide AC power, as requested, subject to being technically feasible. At its option, KMC may choose to provide its own AC power to the adjacent structure as long as the AC power source is from the same provider as Sprint's. Upon KMC's request for DC power in the adjacent collocation space, the Parties shall negotiate the terms for providing DC power based on any Applicable Law.

3.4.4. Subject to KMC being on the waiting list, in the event that space in a Sprint Premises becomes available, Sprint will provide the option to the KMC to relocate its equipment from an Adjacent Facility into the Sprint Premises. In the event KMC chooses to relocate its equipment, reasonable and appropriate charges will apply, including charges to vacate the adjacent collocation arrangement and charges applicable for collocation within the Sprint Premises.

3.5. Other Virtual and Physical Collocation Arrangements. In accordance with 47 C.F.R. 51.321 ( c ), Sprint will provide other virtual and physical collocation arrangements that have been demonstrated to be technically feasible in substantially similar situations. A previously successful method of obtaining interconnection or access to unbundled network elements at a particular premise or point on any incumbent LEC's network is substantial evidence that such method is technically feasible in the case of substantially similar network premises or points. In seeking a particular collocation arrangement, either physical or virtual, KMC is entitled to a presumption that such arrangement is technically feasible if any LEC has deployed such collocation arrangement in any incumbent LEC premises.

3.6. Remote Terminal Collocation is the placement of KMC owned facilities and equipment at Sprint's remote terminals. Remote terminal collocations may be virtual or physical. KMC's requests for collocation space at Sprint's remote terminal should be treated in the same fashion as central

office collocation requests. Equipment ownership, maintenance, and insurance are the responsibility of KMC or KMC's agent.

- 3.7. Contiguous Space. To the extent possible, Sprint will provide KMC with contiguous space for any subsequent request for physical collocation space, but makes no assurances that contiguous space will be available.
- 3.8. Virtual Collocation. Sprint will provide virtual collocation, subject to being technically feasible, if physical collocation is not practical for technical reasons or because of space limitations and in accordance with the Act (including 47 U.S.C. § 251(c)(6) and 47 C.F.R. § 51.321).
  - 3.8.1. KMC may lease to Sprint, at no cost to Sprint, equipment that meet applicable FCC requirements and in accordance with this Agreement, for the sole purpose of having Sprint install and maintain the equipment in accordance with terms and conditions mutually agreed upon by the Parties.
  - 3.8.2. Virtually collocated equipment shall be purchased by KMC. Sprint does not assume any responsibility for the design, engineering, testing or performance for the end-to-end connection of KMC's equipment, arrangement or facilities.
  - 3.8.3. Sprint will, at a minimum, install, maintain, and repair KMC's collocated equipment within the same time periods and with failure rates that are no greater than those that apply to the performance of similar functions for comparable equipment of Sprint, Sprint's affiliates or third parties. Sprint will maintain and repair such equipment at Parity or consistent with Applicable Law. Maintenance may include the change out of electronic cards provided by KMC. KMC may purchase equipment from a third party and is not required to purchase the equipment from Sprint. The following services are not covered by this Agreement:
    - 3.8.3.1. services to resolve software or hardware problems resulting from products provided by parties other than Sprint or causes beyond the control of Sprint;
    - 3.8.3.2. service of attached, related, collateral or ancillary equipment or software not covered by this section;
    - 3.8.3.3. repairing damage caused to KMC's collocated equipment by persons other than Sprint, or its authorized contractors, or
    - 3.8.3.4. repairing damage to other property or equipment caused by operation of KMC's collocated equipment and not caused by the sole negligence of Sprint.

- 3.8.4. KMC warrants that Sprint shall have quiet enjoyment of the equipment. Sprint will be entitled to the benefit of any applicable manufacturer's warranties and indemnities and, to the extent assignable, such warranties and indemnities are hereby assigned by KMC for the benefit of Sprint and KMC shall take all reasonable action to enforce such warranties and indemnities where available to Sprint. KMC shall execute, upon presentation, such documents and instruments as may be required to allow Sprint manufacturer's warranty coverage for any equipment. KMC warrants that it has full authority to lease the equipment under the terms and conditions set forth herein and that there are no restrictions, legal or otherwise, which would preclude it from so doing.
- 3.8.4.1. In the event Sprint's right to quiet enjoyment is breached, either by KMC's failure to make or cause to be made payment to the equipment manufacturer of the full purchase price for the equipment when such payment becomes due, or otherwise, Sprint may give written notice to KMC and all of Sprint's obligations relating to the affected equipment shall terminate immediately.
- 3.8.5. Sprint's preparation, if any, of the Premises (e.g., Power, environmental, etc.) for the Virtual Collocation equipment will be charged to KMC at rates agreed on by the Parties or as filed in a tariff and approved by the Commission.
- 3.8.6. To the extent Sprint is required to provide virtual collocation outside the central office, Sprint will provide UNEs and access to UNEs in accordance with the terms of this agreement.

**Sprint proposed language:**

**3.8.7. Virtual Collocation Transition. Upon request by KMC, virtual collocation arrangements provisioned prior to the availability of physical cageless collocation in a Premise may be converted to physical collocation arrangements. In converting such arrangements, the Sprint may require KMC to relocate its equipment. If relocation is required, Sprint will make reasonable efforts to avoid unnecessary relocation of equipment that KMCs request to convert from virtual to physical collocation. Sprint will also take appropriate steps to minimize inconveniences to KMC and the risks of service disruptions to KMC's customers. Upon conversion from virtual to physical, equipment ownership will revert back to KMC. KMC's cageless rack space will be clearly marked**



through floor-markings or other identification; and KMC will comply with all security requirements applicable to cageless collocation. KMC will not be required to bear the cost of relocating virtually-located equipment in Sprint's Premises in order to convert it to cageless collocation, provided that no additions or reconfigurations of that equipment are necessary; however, relocation may be required if there is any commingling of equipment either with Sprint or another CLEC.

**KMC proposed language:**

**3.8.7. Virtual to Physical Collocation Transition. In the event physical collocation space was previously denied at a location due to technical reasons or space limitations, and that physical collocation space has subsequently become available, KMC may transition its virtual collocation arrangements to physical collocation arrangements. In the event that Sprint knows when additional space for physical collocation may become available at the location requested by KMC, such information will be provided to KMC in Sprint's written denial of physical collocation. KMC must arrange with Sprint or a Sprint certified vendor for the relocation of equipment from its virtual collocation space to its physical collocation space and will bear the costs of such relocation. If KMC requests a conversion from virtual to collocation to physical collocation, the response times described in this Attachment shall apply.**

**3.8.8. Conversion of Virtual Collocation Space to Physical Collocation Space. Sprint will authorize the conversion of virtual collocation arrangements to physical collocation arrangements without requiring the relocation of the virtual arrangements pursuant to the FCC regulations.**

**3.9. Collocation of Splitters**

3.9.1. Splitters will be installed by KMC in KMC's physical collocation space or installed and maintained by Sprint in a common area on racks leased by KMC.

3.9.2. Customer will provide all splitters.

3.9.3. Physical Collocation of Splitters. There are two wiring configurations associated with the DSLAMS installed in KMC's physical collocation space:

3.9.3.1. the DSLAM is direct wired to the POTS Splitter; and

3.9.3.2. the DSLAM is direct wired to the MDF.

3.9.4. Sprint will provide and install the cabling from KMC's Collocation Space to the Splitter in the common area and/or to Sprint's main distribution frame at pricing set forth in Table Two.

3.9.4.1. Installation

3.9.4.1.1. Installing Splitters and Cabling

3.9.4.1.1.1. Sprint agrees to place the Splitters in the applicable Central Offices in an appropriate location chosen by Sprint. Sprint will use reasonable efforts to install the Splitter in a relay rack or bay as close to the main distribution frame as is reasonably practicable. Unless otherwise agreed upon in writing between the Parties, rack space will be allocated on a shelf by shelf basis.

3.9.4.1.1.2. Sprint agrees that, upon the request of KMC, it shall cause the Splitters to be plainly, permanently, and conspicuously marked, by metal tag or plate supplied by KMC to be affixed thereto, indicating KMC's ownership of the Splitters. Sprint will not remove, destroy or obliterate any such marking. Sprint agrees to keep all Splitters free from any marking or labeling which might be interpreted as a claim of ownership thereof by Sprint or any party other than KMC.

3.9.4.1.1.3. KMC will pay for installation, engineering, floor space, relay rack space

and other recurring expenses associated with the Splitter Shelf in common area at pricing set forth in Table Two.

3.9.4.1.1.4. All wiring connectivity from KMC's splitter (Sprint analog voice input to the splitter and combined analog voice/data output from the Splitter) will be cabled out to the Sprint main distribution frame for cross connection with jumpers if practicable.

3.9.4.1.1.5. Sprint will provide and install the cabling from the Splitter(s) to Sprint's main distribution frame and from the Splitter(s) to KMC's Collocation Space at pricing set forth in Table Two.

**3.9.4.2. Providing and Replacing Cards in the Common Area**

3.9.4.2.1. KMC is responsible for ordering and providing to Sprint splitter cards as necessary to effectively operate the Splitter. Sprint will install such cards per KMC's instructions. KMC will provide one empty card for every shelf to be used for repair and maintenance until such time as the card must be used to fill the shelf to capacity. KMC is responsible for Splitter assignments and monitoring for exhaust.

**3.9.4.2.2. Card Replacement**

3.9.4.2.2.1. During the term of each collocation arrangement that includes Splitters, Sprint agrees to replace the Splitter cards if requested to do so by KMC. Sprint and KMC shall take efforts to minimize possible service disruptions,

including, but not limited to, replacing Splitter cards during maintenance windows. Sprint will not use the Splitters for any purposes other than that for which they were designed. Sprint may perform these obligations through Sprint's employees or any qualified company.

3.9.4.2.2. KMC will provide replacement cards as required. Replacement cards will be either new or of like-new quality. Upon KMC's written request, Sprint will return the replaced card(s) to KMC. KMC agrees to pay the full costs of transportation of replacement cards to and from Sprint's central office.

3.9.4.2.3. Upon termination of any collocation arrangement that includes Splitters (by expiration or otherwise) Sprint will return the Splitter to KMC. KMC will be charged time and material costs for removal of any Splitters. KMC agrees to provide Sprint via pre-paid delivery with a medium for packaging and transportation of such Splitter. KMC absolves Sprint of any damage, which may occur as a result of Splitter transportation to KMC.

3.9.5. The following services are not covered by this Agreement:

- 3.9.5.1. services to resolve software or hardware problems resulting from products provided by parties other than Sprint or causes beyond the control of Sprint;
- 3.9.5.2. service of attached, related, collateral or ancillary equipment or software not covered by this Agreement;
- 3.9.5.3. repairing damage caused to the Splitter by persons other than Sprint, or its authorized contractors, or
- 3.9.5.4. repairing damage to other property or equipment caused

by operation of the Splitter and not caused by the sole negligence of Sprint.

#### **4. DEMARCATION POINT**

- 4.1. Sprint will designate the point of demarcation, unless otherwise mutually agreed to by the Parties, in or adjacent to its Collocation Space. At KMC's request, Sprint will identify the location(s) of other possible demarcation points available to KMC, and KMC will designate from these location(s) the point(s) of demarcation between its collocated equipment and Sprint's equipment. Sprint will use its best efforts to identify the closest demarcation point to KMC's equipment that is available.
- 4.2. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point.
- 4.3. At KMC's option and expense, a point of termination (POT) bay, frame or digital cross-connect may be placed in or adjacent to the Collocation Space that may, at KMC's option, serve as the demarcation point. If KMC elects not to provide a POT frame, Sprint will agree to handoff the interconnection cables to KMC at its equipment, at KMC's designated demarcation point. When KMC elects to install its own POT frame/cabinet, Sprint must still provide and install the required DC power panel. Sprint will grandfather existing point(s) of demarcation established at a Sprint provided POT Bay.

#### **5. APPLICATION PROCESS**

- 5.1. Upon KMC's selection of a Premises in which it desires to collocate its Equipment, Sprint will provide a then current collocation application form (the "Application") to KMC. KMC will submit an Application when initially requesting Collocation Space, or modifying the use of the Collocation Space. The Application shall contain a detailed description and schematic drawing of the equipment to be placed in KMC's Collocation Space(s), an estimate of the amount of square footage required (or, in the case of Cageless Collocation, bay space), as well as the associated power requirements, floor loading, and heat release of each piece.
  - 5.1.1. KMC will complete the Application, and return it, along with the appropriate Application Fee, to Sprint. The Application shall include complete details of the collocation and interconnection requested, including, but not limited to, specific floor space, power, and environmental conditioning requirements. Sprint will not process an Application until both the Application and the applicable Application fee are received.

#### **Sprint proposed language:**

- 5.1.2. Application Augment Fee. In the event KMC desires to modify or decommission the use of the Collocation Space in a manner that requires additional engineering or preparation work by Sprint, KMC will complete a subsequent Application detailing all information regarding the modification to the Collocation Space together with payment of the appropriate Application Augment Fee. Such modifications to the Premises may include, but are not limited to, floor loading changes, changes necessary to meet HV AC requirements, changes to power plant requirements and equipment additions.

KMC proposed language:

- 5.1.2. Application Augment Fee. In the event KMC desires to modify or decommission the use of the Collocation Space in a manner that requires additional engineering or preparation work by Sprint, KMC will complete a subsequent Application detailing all information regarding the modification to the Collocation Space together with payment of the appropriate Application Augment Fee. Such modifications to the Premises may include but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, and equipment additions. The Application Augment Fee shall be dependent upon the level of assessment needed for the augment. Where the augment does not require assessment for provisioning or construction work but requires administrative costs by Sprint, an Administrative Only Application Fee as set for in Table Two. This Administrative Only Application Fee will be applicable in instances such as Transfer of Ownership of the Collocation Space.

5.1.2.1. Simple augments will be completed within twenty (20) calendar days after receipt of the BFFO for an:

5.1.2.1.1. Extension of Existing AC Circuit Capacity within Arrangement Where Sufficient Circuit Capacity is Available.

5.1.2.1.2. Fuse Change and/or Increase or Decrease - 48V DC Power from Existing ILEC BDFB

5.1.2.2. Minor Augments will be completed within forty-five (45) calendar days after receipt of the BFFO for:

5.1.2.2.1. 168 DS1s Terminations at the ILEC Demarcation Frame (Databasing Only;

**Panels, Relay Racks and Overhead Racking Exist)**

**5.1.2.2.2. 96 DS3s Terminations at the ILEC Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)**

**5.1.2.2.3. Maximum of 2000 Service Ready DS0 Terminations at the ILEC Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)**

**5.1.2.3. Intermediate Augments will be completed within sixty (60) calendar days after receipt of the BFFO for:**

**5.1.2.3.1. 168 DS1s (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure as Required)**

**5.1.2.3.2. 96 DS3s (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure as Required)**

**5.1.2.3.3. 99 Fiber Terminations (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure as Required)**

**5.1.2.3.4. Install Cable Racking or Other Support Structures as Required to Support Co-Carrier Cross Connects (Adequate Floor or Ceiling Structural Capacity Exists and Support/Protection Structure for Fiber Patch Cord is Excluded)**

**5.1.2.4. Major Augments –Physical Collocation will be completed within ninety (90) calendar days after BFFO and includes all requests for additional physical collocation space (caged or cageless). Major Augments – Virtual Collocation will be completed within seventy-five (75) calendar days after BFFO and includes all requests for additional virtual collocation space.**

**5.1.3. No Subsequent Fee.** Where KMC modifies the use of the Collocation Space or adds equipment that requires no additional engineering or preparation work on the part of Sprint, Sprint will not impose additional charges or additional intervals that would

delay KMC's operation. KMC will notify Sprint of the modifications or additional equipment prior to installation.

- 5.1.4. If Collocation Space is unavailable or KMC withdraws its request, the Application fee, less the costs incurred by Sprint (e.g. engineering record search and administrative activities required to process the Application) will be refunded.
- 5.2. Multiple Methods. If KMC wishes Sprint to consider multiple methods for collocation on a single Application, KMC will need to include in each Application a prioritized list of its preferred methods of collocating, e.g., caged, shared, or other, as well as adequate information, (e.g., specific layout requirements, cage size, number of bays, requirements relative to adjacent bays, etc.) for Sprint to process the Application for each of the preferred methods. If KMC provides adequate information and its preferences with its Application, Sprint may not require an additional Application, nor would KMC be required to restart the quotation interval should its first choice not be available in a requested Premises. Only one collocation arrangement will be provisioned per application. Sprint will not select for KMC the type of collocation to be ordered.
- 5.3. Within twenty-four (24) hours, Sprint will acknowledge receipt of KMC's complete and valid Application. Within ten (10) calendar days after receiving KMC's Application for collocation, Sprint will inform KMC whether the Application meets each of Sprint's established collocation standards including any and all deficiencies on the application. Should KMC submit a revised Application curing any deficiencies in an Application for collocation within ten days after being informed of them, KMC shall retain its original position within any collocation queue that Sprint maintains. If Sprint informs KMC that there is a deficiency in an Application, Sprint will provide sufficient detail so that KMC has a reasonable opportunity to cure each deficiency.
- 5.4. Revisions. All revisions to an initial request for a Collocation Arrangement submitted by KMC must be in writing. A new interval for the Physical Collocation Arrangement will be established which shall not exceed two months beyond the originally established date. KMC will be required to pay any applicable Application fees.
- 5.5. Space Availability Report. Upon request from KMC and at the rates set forth in Table Two, Sprint will provide written report ("Space Availability Report") describing in detail the space that is available for collocation at the Premises requested, the number of collocators present at the Premises, any modifications in the use of the space since the last report on the Premises and requested and the measures Sprint is taking to make additional space available for collocation arrangements.
- 5.6. Space Availability Response. Sprint shall provide confirmation of space availability within ten (10) calendar days of receipt of a complete and



accurate Application and applicable Application fee for one (1) to five (5) Applications submitted. Space availability response will be increased by five (5) calendar days for every five (5) additional Applications received.

- 5.6.1. Sprint will notify KMC in writing as to whether its request for Collocation Space has been granted or denied due to lack of space. The notification will also include a possible future space relief date, if applicable.
- 5.6.2. In order to increase the amount of space available for collocation, Sprint will, upon request, remove obsolete unused equipment, from its Premises to increase the amount of space available for collocation in accordance with Applicable Law.
- 5.7. Denial of Application. After notifying KMC that Sprint has no available space in the requested Central Office (“Denial of Application”), Sprint will allow KMC, upon request, to tour the entire Central Office within ten (10) calendar days, or other mutually agreeable timeframe, of such Denial of Application. In order to schedule said tour the request for a tour of the Central Office must be received by Sprint within five (5) calendar days of the Denial of Application.
  - 5.7.1. If KMC contests Sprint’s notice that there is not sufficient space in the Central Office, the parties agree to seek expedited resolution of the dispute at the Commission pursuant to Section 251(c)(6) of the Act. If the Commission determines that space is not available, Sprint will not be required to conduct a review of floor space availability in the same central office more frequently than once every six months.
  - 5.7.2. On a first come, first serve basis, Sprint will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate.
  - 5.7.3. Sprint will simultaneously notify the telecommunications carriers on the waiting list when space becomes available if there is enough space to accommodate additional collocation. Subsequent to the granting of a Petition for Waiver, if KMC has been denied space at a Sprint Premises and challenges Sprint on space availability at said Premises, KMC will be given priority for space assignment if, as a result of the challenge, space is found to be available. KMC will reaffirm its collocation request within thirty (30) calendar days of such notification; otherwise, it will be dropped to the bottom of the list. Upon request, Sprint will advise KMC as to its position on the list.
  - 5.7.4. If KMC’s Application for Physical Collocation is denied due to lack of space, Sprint will place KMC on the waiting list for

collocation in particular Premises according to the date KMC submitted its Application and not the date of denial for lack of space.

- 5.7.5. Sprint will maintain on its Website a notification document that will indicate all Premises that are without available space. Sprint will update such document within ten (10) calendar days of the date at which a Premises runs out of physical collocation space.
- 5.8. Price Quote. Sprint will provide a price quote within thirty (30) calendar days of receipt of a complete and accurate Application and applicable Application fee for one (1) to five (5) Applications. Price quote response will be increased by five (5) calendar days for every five (5) additional Applications received. The quotation will include the applicable nonrecurring and recurring rates. In the event that Sprint determines that the actual costs will exceed the price quote by greater than five (5) percent, Sprint shall give KMC reasonable notice of such increase and KMC will have the option to determine whether to proceed with construction.
- 5.9. KMC has thirty (30) calendar days from receipt of the quotation to accept the quotation in writing. The quotation expires after thirty (30) calendar days. After thirty (30) calendar days, a new Application and Application fee are required. Collocation Space is not reserved until the quotation is accepted. Sprint need not meet the deadlines for provisioning Physical Collocation if, after receipt of any price quotation provided by Sprint, KMC does not notify Sprint that physical collocation should proceed.
- 5.10. Bona Fide Firm Order (BFFO). KMC will indicate its intent to proceed with equipment installation in a Sprint Premises by accepting the price quote, which constitutes a BFFO. If KMC makes changes to its Application in light of Sprint's written Application Response, Sprint may be required to re-evaluate and respond to the change(s). In this event, KMC's Application will be treated as a Revision.
- 5.11. Joint Planning. Unless otherwise agreed to by the Parties, a joint planning meeting or other method of joint planning between Sprint and KMC will commence within a maximum of twenty (20) calendar days from Sprint's receipt of a BFFO. At such meeting, the Parties will agree to the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Application and affirmed in the BFFO. Upon mutual agreement and within a mutually agreed upon time frame, the Parties will exchange any additional information requested (including but not limited to the cable type and cable termination specifications, naming convention and requirements, diagrams or drawings depicting the exact path of entrance facilities from the interconnection point to the Collocation Space, power cabling connectivity, feeder and fuse specifications and requirements. Sprint

contacts and escalation procedures, and identification of demarcation points) at the Joint Planning Meeting.

- 5.12. Space preparation for the Collocation Space will not begin until Sprint receives the BFFO and all applicable fees, including all non-recurring charges required by Sprint at the time of the BFFO.

## 6. SPACE RESERVATION

- 6.1. The Parties may reserve floor space for their own specific uses for the remainder of the current year, plus twelve (12) months. Neither Sprint, nor any of its affiliates, will reserve space for future use on terms more favorable than those that apply to other telecommunications carriers seeking to reserve collocation space for their own future use.

## 7. PROVISIONING INTERVALS

- 7.1. Sprint will complete construction of Caged Physical (including Shared Caged), Cageless Physical, and Virtual Collocation arrangements within ninety (90) calendar days of receipt of a BFFO. Sprint will complete construction of Adjacent Collocation arrangements (as defined in **Error! Reference source not found.**) within one hundred twenty (120) calendar days of receipt of a BFFO. If Sprint is unable to complete construction as provided herein, the parties may agree to a mutually acceptable interval or Sprint may petition the Commission for waiver.

## 8. CONSTRUCTION AND COMMENCEMENT OF BILLING

- 8.1. Sprint shall permit KMC or its designated subcontractor to perform the construction of physical collocation space, provided however, that any such KMC subcontractor shall be subject to Sprint's security standards. In the event that Sprint implements a vendor certification plan, KMC shall use best efforts to ensure that any subcontractors secured by KMC are subject to a similar certification process. Sprint reserves the right to reject any KMC subcontractor upon the same criteria that Sprint would use on its own subcontractors. KMC will notify Sprint in writing when construction of physical collocation space is complete.
- 8.2. Sprint Inspection. Sprint shall have the right to inspect KMC's completed installation of equipment and facilities prior to KMC turning up such equipment and facilities. KMC shall provide written notification to Sprint when KMC has completed its installation of equipment and facilities in the Collocation space, and Sprint shall, within five (5) Business Days of receipt of such notice, either (i) inspect such Collocation space or (ii) notify KMC that Sprint is not exercising its right to inspect such Collocation space at that time and that KMC may turn up its equipment and facilities. Failure of Sprint to either inspect the Collocation space or notify KMC of its election not to inspect such space within the foregoing

five (5) Business Day period shall be deemed an election by Sprint not to inspect such Collocation space. KMC shall have the right to be present at such inspection, and if KMC is found to be in non-compliance with the terms and conditions of this Agreement that relate to the installation and use of KMC's Collocated equipment and facilities, KMC shall modify its installation to achieve compliance prior to turning up its equipment and facilities.

- 8.3. To the extent Sprint performs the construction of the Physical Collocation Arrangement, Sprint shall construct the Collocated Space in compliance with mutually agreed collocation request. Any deviation to KMC's order must thereafter be approved by KMC. The Parties acknowledge that KMC approved deviations may require additional construction time and may incur additional KMC expenses. KMC shall pay the agreed upon incremental cost incurred by Sprint as the result of Revision applicable to construction of any Collocation Space.
- 8.4. Extraordinary Construction Costs. KMC will be responsible for all extraordinary costs, as determined in accordance with the Act, incurred by Sprint to prepare the Collocation space for the installation of KMC's equipment and for extraordinary costs to maintain the Collocation space for KMC's equipment on a going-forward basis. Extraordinary costs may include costs for such items as asbestos removal, fire suppression system or containment, modifications or expansion of cable entry facility, increasing the DC power system infrastructure capacity, increasing the capacity of the standby AC system (if available) or the existing commercial power facility, conversion of non-Collocation space, compliance with federal and state requirements, or other modifications required by local ordinances. Sprint will charge for these extraordinary costs on a time-sensitive or time-and-materials basis and will allocate the costs fairly among itself, KMC and other collocators. An estimate of such costs, as determined in accordance with the Act, will be provided to KMC prior to commencing such work. Extraordinary costs will only be billed to KMC if such costs have been authorized by KMC. Sprint must advise KMC if extraordinary costs will be incurred.
- 8.5. Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents.
- 8.6. Acceptance Walk Through. Sprint will notify KMC when construction of a Collocation Space is complete. The Parties will complete an acceptance walk through of each provisioned Collocation Space. Sprint will commence to correct any deviations to KMC's original or jointly amended requirements within five (5) calendar days after the walk through. If KMC does not conduct an acceptance walk through within 15 days of the notification that the Collocation Space construction is complete, KMC will be deemed to have accepted the Collocation Space and billing will

commence.

- 8.7. If, at anytime after the BFFO, KMC cancels its order for Physical Collocation, Caged, Shared Cage, or Adjacent Space Collocation, or Virtual Collocation, KMC will reimburse Sprint for any actual reasonable expenses incurred and not already paid, which may include incidental equipment costs, material ordered, provided or used; labor; transportation, DS0, DS1 and DS3 cable and all other associated costs. Sprint shall provide KMC with a detailed listing showing the costs incurred. Upon request, Sprint may provide reasonable documentation to validate the expense.

## 9. EQUIPMENT

- 9.1. Equipment Type. KMC may locate equipment necessary for interconnection to Sprint or accessing Sprint's unbundled network elements in accordance with Applicable Law, including but not limited to 47 U.S.C. 251 (C) (3), 47 U.S.C. 251 (C) (2), and 47 CFR 51.323(b-c).
  - 9.1.1. Whenever Sprint objects to collocation by KMC for purposes within the scope of Section 251(c)(6) of the Act, Sprint shall prove to the state commission that the equipment is not necessary for interconnection, access to unbundled network elements, or other permissible purposes.
- 9.2. KMC's equipment and facilities shall not be placed or operated in such a manner that creates hazards or causes physical harm to any individual or the public.
- 9.3. All equipment to be collocated must meet Level 1 safety requirements as set forth in Telcordia Network Equipment and Building Specifications (NEBS), but Sprint will not impose safety requirements on KMC that are more stringent than the safety requirements it imposes on its own equipment. If Sprint denies collocation of KMC's equipment, citing safety standards, Sprint must provide to KMC within five (5) business days of the denial a list of all equipment that Sprint locates within the Premises in question, together with an affidavit attesting that all of that equipment meets or exceeds the safety standard that Sprint contends the competitor's equipment fails to meet. In the event that Sprint believes that the collocated equipment is not necessary for interconnection or access to unbundled network elements or determines that KMC's equipment does not meet NEBS Level 1 safety requirements, KMC will be given ten (10) calendar days to comply with the requirements or remove the equipment from the collocation space. If the parties do not resolve the dispute, the Parties may file a complaint at the Commission seeking a formal resolution of the dispute. While the dispute is pending, Sprint will not prevent or otherwise delay installation of the disputed equipment in the Collocation space; however, KMC will not activate the equipment during

the pendency of the dispute.

- 9.4. KMC must notify Sprint in writing that collocation equipment installation is complete and is operational with Sprint's network. If KMC fails to place operational telecommunications equipment in the collocated space and connect with Sprint's network within 180 calendar days of KMC's acceptance of Sprint's price quote, or other time period mutually agreed to by the KMC and Sprint, Sprint may terminate the applicable Collocation Space upon written notice. KMC will reimburse Sprint for any actual reasonable expenses incurred and not already paid, which may include incidental equipment costs, material ordered, provided or used; labor; transportation, DS0, DS1 and DS3 cable and all other associated costs. Upon request, Sprint shall provide KMC with a detailed listing of the costs and other reasonable documentation to validate the expense.

## **10. AUGMENTS AND ADDITIONS**

- 10.1. When KMC modifies the Collocation Arrangement or adds equipment that requires no additional space preparation work on the part of Sprint, Sprint may not impose additional charges or additional intervals that would delay KMC's operation. KMC will notify Sprint of the modifications or additional equipment prior to installation.
- 10.2. Sprint will provide reduced intervals, not to exceed the interval for a new collocation space, to KMC with existing physical collocation space that requests augments. In such instances, KMC must provide an accurate front equipment view (a.k.a. rack elevation drawing) specifying bay(s) for KMC's point of termination.
- 10.3. The reduced provisioning interval will apply only when KMC provides a complete Application accompanied by the applicable Application Fee.
- 10.4. KMC must submit an Application and applicable Application fee to obtain a price quote. The price quote will contain the charges and the construction interval for that application. The construction interval for augments will not exceed ninety (90) calendar days from BFFO. If special or major construction is required, Sprint will work cooperatively with KMC to negotiate mutually agreeable construction intervals for augments.

## **11. USE OF COMMON AREAS**

- 11.1. KMC, its employees, agents and invitees shall have a non-exclusive right to use those portions of the common area of the Building as are designated by Sprint from time to time, including, but not limited to, the right to use rest rooms in proximity to the Collocation Space, corridors and other access ways from the entrance to the Building, the Collocation Space, and the parking areas for vehicles of persons while working for or on behalf of KMC at the Collocation Space; provided, however, that Sprint shall have

the right to reserve parking spaces for Sprint's exclusive use or use by other occupants of the Building. Sprint does not guarantee that there is or will be sufficient parking spaces in parking areas to meet KMC's needs. Sprint does not guarantee that restroom facilities or water will be available. All common areas shall remain under the exclusive control and management of Sprint, and Sprint shall have the right to change the level, location and arrangement of parking areas and other common areas, as Sprint may deem necessary. Use of all common areas shall be subject to such reasonable rules and regulations as Sprint may from time to time impose, consistent with KMC's right to access its Collocation Space.

- 11.2. Water. Sprint, where water is available for its own use, shall furnish running water from regular Building outlets for drinking, lavatory and toilet purposes drawn through fixtures installed by Sprint, for the non-exclusive use of KMC, Sprint and any other building occupant. KMC shall not waste or permit the waste of water.
- 11.3. Security Service. Sprint shall furnish Building and Premises security in accordance with its normal business practices. Other than the locks on the entrances to the Collocation Space, Sprint shall provide no security specific to KMC's Collocation Space. Sprint shall not be liable to KMC or any other party for loss of or damage to the Collocation Space or KMC equipment unless Sprint has failed to provide Building and Premises security in accordance with its normal business practices.
- 11.4. Sprint will adequately secure the area which houses KMC's equipment to prevent unauthorized entry at Parity. Sprint will immediately notify KMC's emergency contact of any actual or attempted security breaches to the KMC's collocation space to the extent Sprint becomes aware of such breaches.
- 11.5. Elevator Service. Sprint shall furnish passenger elevator service as necessary to reach the Collocation Space or common areas to which KMC has access pursuant to the terms of this Agreement 24 hours a day, seven days a week. Freight elevator service when used by KMC's contractors, employees or agents shall be provided in a non-discriminatory manner as reasonably determined by Sprint.

## 12. CROSS CONNECTIONS

- 12.1. Adjacent in this Section 12 refers to collocation arrangements in the same Premises that have a common border; and is not referring to the form of Physical Collocation as described in CFR Part 47 51.323(k)(3).
- 12.2. For the term of this Agreement, unless earlier terminated, Sprint shall furnish the following services:

### **Sprint proposed language:**

- 12.2.1. Co-Carrier Cross Connects (CCXC). Sprint, shall permit KMC to interconnect its network, via cross-connect facilities ("X-C"), with that of another adjacently collocated telecommunications carrier (TC) at the Sprint Premises provided KMC follows prescribed technical and safety guidelines. Sprint will provide such cross-connect facilities for non-adjacent locations at the expense of KMC per KMC's request.

**KMC proposed language:**

- 12.2.1. Interconnection. Sprint shall permit KMC to interconnect its network, via cross-connect facilities ("XC"), with that of another adjacently collocated telecommunications carrier at the Sprint Premises. A XC is a cabling scheme between cabling runs (including dark fiber), subsystems, and equipment using patch cords or jumper wires that attach the cabling scheme to connection hardware on each end, as defined and described by the FCC in its Applicable Law and orders. Rates are set forth in Table Two of this Attachment. KMC may provision XCs within its Collocation Space without application or additional charges by Sprint. Sprint will provide such cross-connect facilities for non-adjacent locations at the expense of KMC per KMC's request.
- 12.3. A CCXC is only available when both collocation arrangements (either caged, cageless, and/or virtual) being interconnected are within the same Sprint premises, provided that the collocated equipment is used for interconnection with Sprint and/or for access to the Sprint's unbundled network elements. Sprint shall provide such CCXC from CLEC's collocation arrangement to another collocation arrangement of CLEC within the same Sprint premises, or to a collocation arrangement of another TC in the same Sprint premises. CCXC is provided at the same transmission level from CLEC to another TC.
- 12.4. Direct Connect ("DC"). Sprint will provide for connection directly between KMC's virtual and/or physical collocation arrangements within the same Central Office by utilizing a Direct Connect ("DC"). In those cases where KMC's virtual and/or physical collocation space is contiguous in the central office, KMC may have the option, at Sprint's sole discretion, of using KMC's own technicians to deploy DC's using either electrical or optical facilities between the collocation spaces and constructing its own dedicated cable support structure according to Sprint's technical and safety standards.
- 12.5. Sprint will provision co-carrier cross-connects in compliance with 41CFR 51.323(h).



- 12.6. KMC may provision the CCXC using its own technicians or Sprint technicians to place the CCXC in instances where there is no common area space between collocation arrangements. The CCXC shall be provisioned through facilities owned or leased by KMC. Such connections to other collocated telecommunications carriers may be made using either optical or electrical facilities (lit or dark). KMC may use its own technicians to install CCXCs using either electrical or optical facilities (and associated patch cords, jumper cables, tie-pairs, etc.) between the equipment to both collocated telecommunications carriers and construct a dedicated cable support structure, if needed, between the contiguous cages, KMC shall deploy such optical facilities.
- 12.7. Transmission Facility Options. For Physical Collocation and Virtual Collocation, KMC may purchase transmission facilities (including entrance facilities) (and any necessary Cross-Connection) from Sprint, provide its own transmission facilities, or utilize the transmission facilities of a third party.

### 13. ENTRANCE FACILITIES

- 13.1. KMC may elect to place KMC owned or KMC leased (from Sprint or a third party provider) fiber entrance facilities (including but not limited to, fiber, microwave, copper, or coaxial entrance facilities) into its Collocation Space. Sprint will designate the point of interconnection as close as reasonably possible to the Premises building housing the Collocation Space, such as an entrance manhole or a cable vault, which are physically accessible by both Parties. KMC will provide and place fiber cable at the point of entrance (in the entrance manhole) of sufficient length to be pulled through conduit and into the splice location. KMC will provide and install a sufficient length of retardant riser cable, to which the entrance cable will be spliced by Sprint. KMC is responsible for maintenance of its entrance facilities.
- 13.2. Dual Entrance Facilities. Subject to Applicable Law, Sprint will provide at least two (2) interconnection points at each Premise where at least two such interconnection points are available and capacity exists. Upon receipt of a request from KMC for dual entrance facilities to its physical Collocation Space, Sprint shall provide KMC with information regarding Sprint's capacity to accommodate the requested dual entrance facilities.

**Sprint proposed language:**

**No specific language proposed.**

**KMC proposed language:**

- 13.3. **Shared Use. KMC may utilize the spare capacity on an existing interconnector's entrance facility for the purpose of providing an entrance facility to KMC's collocation arrangement within the same**

**Premises. Sprint shall allow the splice, as long as the fiber is non-working dark fiber.**

#### **14. RATES**

- 14.1. The rates for collocation are listed on Table Two.
- 14.2. If KMC is the first collocater in the Sprint premises, KMC will not be responsible for the entire cost of site preparation and security. However, ancillary charges for unique collocater requests for collocation options directly attributable to the requesting collocater will not be prorated. Examples include power arrangements, remote switch module related options and POT bay-related options.
- 14.3. The rates and charges in this Agreement do not include costs for any Americans with Disability Act (ADA) construction generated or caused by the physical collocation space request. If required, ADA construction will be provided on an ICB. If Sprint is required to upgrade a Premises, or portion of the Premises to comply with the ADA which arises as a direct result of KMC's Collocation Arrangement, Sprint will prorate the total forward-looking economic cost of the upgrade, and allocate the charge to each CLEC collocated within the Premises, based on the total space utilized by each collocated CLEC. Should Sprint benefit in any way whatsoever from the ADA upgrades, it shall share in the proration of costs. Should Sprint be the sole beneficiary of an upgrade (e.g., an upgrade would have had to be made regardless of whether or not a CLEC was collocated in the Premises), Sprint shall absorb all of the costs related to such an upgrade.
- 14.4. Facility Modifications
  - 14.4.1. To the extent that a modification is made for the specific benefit of any particular party, costs of modification are to be proportionately born by those who directly benefit including the ILEC. The cost is allocated using the proportion of the new space occupied to the total new space made available.
  - 14.4.2. If a non-requesting party benefits from the modification, e.g. using the opportunity to bring their equipment or arrangement into compliance with certain standards, or making adjustments leading to improvement, then the party will be deemed to be sharing. This party will be responsible for its share of the modification costs.
  - 14.4.3. None of the costs will be allocated to a third party that gains incidental benefit, but did not cause the modification or modify their facilities.
  - 14.4.4. If a current user of space subsequently initiates new uses of the

modified facility by other parties to avoid modification costs or if new entrants use the facility, they will share in the modification costs. The modifying party(s) may recover a proportionate share of the modification costs from parties that later are able to obtain access as a result of the modification. If measurable depreciation has occurred of the modification, the subsequent party may pay a lower cost.

- 14.4.5. Parties requesting or joining in a modification also will be responsible for resulting costs to maintain the facility on an ongoing basis.

## **15. SPRINT SERVICES AND OBLIGATIONS**

15.1. Environmental Controls. Sprint shall furnish air conditioning and/or other environmental controls for the area in which the Collocation Space is located in a manner consistent with those provided elsewhere in the Building. Sprint shall furnish air conditioning and/or other environmental controls for the Collocation Space based on information provided by KMC to Sprint in its Application which KMC hereby represents to Sprint is sufficient to allow KMC equipment to function without risk of harm or damage to the Collocation Space, the Building or any equipment or facilities of Sprint or any other occupant of the Building. These environmental conditions shall adhere to Telcordia Network Equipment Building System (NEBS) standards GR-63-CORE Issue 2 or other mutually agreed standards.

15.1.1. If KMC locates equipment or facilities in the Collocation Space which Sprint determines, in the exercise of its sole discretion, affect the temperature or other environmental conditions otherwise maintained by Sprint in the Building, Sprint reserves the right to provide and install supplementary air conditioning units or other environmental control devices in the Collocation Space, and the cost of providing, installing, operating and maintaining any such supplementary air conditioning units or other environmental control devices made necessary solely by KMC's equipment or facilities shall be paid by KMC to Sprint. If supplementary air conditioning units or other environmental control devices are required for more than one CLEC each CLEC will pay a pro-rata share of such costs, in proportion to the space occupied by each as compared to the total space available for collocation.

15.2. Electricity. If Sprint, in the exercise of its reasonable business judgment, determines that the electricity provided to KMC pursuant to this Section is insufficient to support the activity being carried on by KMC in the Collocation Space, Sprint may require the installation of additional electrical circuits to provide KMC with additional electricity and KMC

shall reimburse Sprint for any expenses incurred in making such additional electrical circuits available to KMC's Collocation Space. KMC shall also pay for additional electricity provided via these circuits.

15.2.1. KMC covenants and agrees that Sprint shall not be liable or responsible to KMC for any loss, damage or expense which KMC may sustain or incur if either the quality or character of electrical service is changed or is no longer suitable for KMC's requirements as long as the electrical service that KMC receives is at Parity with the electrical service that Sprint provides to itself, its affiliates, and other collocating parties.

15.2.1.1. KMC agrees that, except to the extent caused by the acts, omissions, negligence or willful misconduct of Sprint, in no event shall Sprint be liable or responsible to KMC for any loss, damage or expense which KMC may sustain or incur if either the quality or character of electrical service is changed or is no longer suitable for KMC's requirements.

15.2.2. KMC agrees to request in writing, via a complete and accurate Application, all electrical needs to power its equipment. The Application shall contain the total power needs, the date needed, and the exact location where termination of the electrical power shall occur. Actual power usage of KMC's equipment shall not exceed the requested capacity.

15.2.3. Central office power supplied by Sprint into KMC equipment area shall be supplied in the form of power feeders (cables) on cable racking into the designated KMC equipment area. The power feeders (cables) shall efficiently and economically support the requested quantity and capacity of KMC equipment. The termination location shall be as agreed by the parties.

15.2.4. Sprint shall provide power as requested by KMC to meet KMC's need for placement of equipment, interconnection, or provision of service.

15.2.5. Sprint power equipment supporting KMC's equipment shall:

15.2.5.1. Comply with applicable industry standards (e.g., Telcordia, NEBS and IEEE) or manufacturer's equipment power requirement specifications for equipment installation, cabling practices, and physical equipment layout or at minimum, at parity with that provided for similar Sprint equipment;

15.2.5.2. Have redundant power feeds with physical diversity

and battery back-up as required by the equipment manufacturer's specifications for KMC equipment, or, at minimum, at parity with that provided for similar Sprint equipment;

- 15.2.5.3. Provide, upon KMC's request and at KMC's expense, the capability for real time access to power performance monitoring and alarm data that impacts (or potentially may impact) KMC traffic;
- 15.2.5.4. Provide central office ground, connected to a ground electrode located within the Collocated Space, at a level above the top of KMC equipment plus or minus 2 feet to the left or right of KMC's final request; and
- 15.2.5.5. Provide feeder cable capacity and quantity to support the ultimate equipment layout for KMC's equipment in accordance with KMC's collocation request.
- 15.2.6. Sprint shall provide cabling that adheres to Telcordia Network Equipment Building System (NEBS) standards GR-63-CORE Issue 2;
- 15.2.7. Sprint shall provide Lock Out-Tag Out and other electrical safety procedures and devices in conformance with the most stringent of OSHA or industry guidelines.
- 15.2.8. Sprint will provide KMC with written notification within ten (10) business days of any scheduled AC or DC power work or related activity in the collocated facility that will or might cause an outage or any type of power disruption to KMC equipment located in Sprint facility. Sprint shall provide KMC immediate notification by telephone of any emergency power activity that would impact KMC's equipment.
- 15.3. Fire Safety System. Subject to the provisions of Section 6.6.3 hereof, Sprint may furnish an existing Halon 1301 Fire Suppression System, or may, but is not obligated to, provide its equivalent, to provide fire protection in the Collocation Space designed to comply with the National Fire Protection Association ("NFPA") 12A Standard on Halon 1301 Fire Extinguishing Systems or with NFPA standard 2001 dealing with alternative fire suppression agents. Sprint shall furnish fire and smoke detection systems designed to comply with the NFPA 72E Standard on Automatic Fire Detectors in effect as of the collocation date.
  - 15.3.1. Stand alone fire extinguishers will be provided in and about the Building and the Collocation Space by Sprint as required by applicable fire codes.
  - 15.3.2. Sprint and Sprint's insurance carriers will perform regular

inspections of fire protection systems, and KMC hereby agrees to provide Sprint and Sprint's insurance carriers access to the Collocation Space for purposes of such inspections, via pass key or otherwise. Sprint agrees to provide KMC with notice of its intent to access KMC's Collocation Space where, in Sprint's sole discretion, such notice is practicable; provided, however, that no failure of Sprint to give such notice will affect Sprint's right of access or impose any liability on Sprint. Sprint will, at its expense, maintain and repair the fire and smoke detection systems unless maintenance or repair is required due to the act or omission of KMC, its employees, agents or invitees, in which case KMC shall reimburse Sprint for the cost of such repair or replacement. If a Halon or alternative fire suppression system is in place, KMC shall, if at fault, and at Sprint's option, replace Halon or other fire extinguishing material discharged as a result of KMC's act or omission. KMC shall have no duty to inspect fire protection systems outside the Collocation Space; provided, however, if KMC is aware of damage to the fire protection systems it shall promptly notify Sprint.

- 15.3.3. KMC is aware the Collocation Space will contain a fire detection system and may contain a fire suppression system. In the event of discharge, Sprint is relieved of all liability for damage to equipment or personal injury except in cases where such damage to equipment or personal injury is due to the gross negligence or willful misconduct of Sprint, its officers, agents or employees.
- 15.4. Repairs. Sprint shall, at its sole expense, except as hereinafter provided, provide repair and maintenance of heating, cooling and lighting equipment and regularly scheduled refurbishment or decorating to the Collocation Space, Building and Premises, in a manner consistent with Sprint's normal business practices.
  - 15.4.1. Sprint shall not be obligated to inspect the Collocation Space, make any repairs or perform any maintenance unless first notified of the need in writing by KMC. If Sprint shall fail to commence such repairs or maintenance within 20 days after written notification, provided that such delays are not caused by KMC, KMC's sole right and remedy shall be, after further notice to Sprint, to make such repairs or perform such maintenance and to deduct that cost and expenses from the physical collocation fees payable; provided, however, that the amount of such deduction shall not exceed the reasonable value of such repairs or maintenance.
  - 15.4.2. Construction notification. Sprint will notify KMC prior to the scheduled start dates of all non-emergency work that may directly affect the collocation space occupied by KMC or that is

directly related to KMC circuits that support KMC equipment. Sprint will provide such notification to KMC at least seven (7) calendar days before the scheduled start date of such construction activity. Sprint will inform KMC as soon as practicable by telephone of all emergency-related activities that Sprint or its subcontractors are performing in the general area of KMC's collocation space, or in the general area of the ac and dc power plants which support KMC's equipment. If possible, notifications of any emergency-related activity will be made immediately prior to the start of the activity so that KMC may take reasonable actions necessary to protect KMC's collocation space.

15.4.3. The cost of all repairs and maintenance performed by or on behalf of Sprint to the Collocation Space which are, in Sprint's reasonable judgment, beyond normal repair and maintenance, or are made necessary as a result of misuse or neglect by KMC or KMC's employees, invitees or agents, shall be paid by KMC to Sprint within 10 days after being billed for such repairs and maintenance by Sprint.

15.5. Sprint shall provide KMC with notice via email three (3) business days prior to those instances where Sprint or its subcontractors perform work which is known to be a service affecting activity. Sprint will inform KMC by e-mail of any unplanned service outages.

15.6. Interruption of Services. Sprint reserves the right to stop any service when Sprint deems such stoppage necessary by reason of accident or emergency, or for repairs, improvements or otherwise; however, Sprint agrees to use its best efforts not to interfere with KMC's use of Collocation Space. Sprint does not warrant that any service will be free from interruptions caused by labor controversies, accidents, inability to obtain fuel, water or supplies, governmental regulations, or other causes beyond the reasonable control of Sprint.

15.6.1. No such interruption of service shall be deemed an eviction or disturbance of KMC's use of the Collocation Space or any part thereof, or render Sprint liable to KMC for damages, by abatement of KMC Fees or otherwise, except as set forth in the Tariff, or relieve KMC from performance of its obligations under this Agreement. KMC hereby waives and releases all other claims against Sprint for damages for interruption or stoppage of service.

15.7. Access. For physical collocation, subject to reasonable building rules and any applicable Security Arrangements, KMC shall have the right of entry twenty-four (24) hours per day seven (7) days a week to the Building, common areas, Collocation Space and common cable space.

- 15.7.1. Sprint, at KMC's expense, may issue non-employee photo identification cards for each KMC employee or vendor. Temporary identification cards may otherwise be provided by Sprint for employees or agents, contractors and invitees of KMC who may require occasional access to the Collocation Space.
- 15.7.2. Sprint may issue access cards, codes, or keys to KMC's listed employees or vendors where such systems are available and their use by KMC will not otherwise compromise building security.
- 15.7.3. Sprint reserves the right to close and keep locked all entrance and exit doors of the Premises during hours Sprint may deem advisable for the adequate protection of the Premises. Use of the Premises at any time it is unattended by appropriate Sprint personnel, or on Sundays and state and federal or other holidays recognized by Sprint, or, if KMC's Collocation Space is not fully segregated from areas of the Premises containing Sprint equipment, shall be subject to such reasonable rules and regulations as Sprint may from time to time prescribe for its own employees and third party contractors.
- 15.7.4. To require all persons entering or leaving the Premises during such hours as Sprint may from time to time reasonably determine to identify themselves to a watchman by registration or otherwise and to establish their right to leave or enter, and to exclude or expel any solicitor or person at any time from the Collocation Space or the Premises. Sprint assumes no responsibility and shall not be liable for any damage resulting from the admission or refusal to admit any unauthorized person or from the admission of any authorized person to the Premises, provided that such damage is not the result of gross negligence or willful misconduct on the part of Sprint.
- 15.8. Access Right of Sprint. Sprint shall have access to KMC's Physical Collocation Space at all times, via pass key or otherwise, to allow Sprint to react to emergencies, to maintain the space (not including KMC's equipment), and to monitor compliance with the rules and regulations of the Occupational Health and Safety Administration or Sprint, or other regulations and standards including but not limited to those related to fire, safety, health, and environmental safeguards. If a secure enclosure defining the location of KMC's Collocation Space has been established, and if conditions permit, Sprint will provide KMC with notice (except in emergencies) of its intent to access the Collocation Space, thereby providing KMC the option to be present at the time of access. KMC shall not attach, or permit to be attached, additional locks or similar devices to any door or window, nor change existing locks or the mechanism thereof.
  - 15.8.1. To enter the Collocation Space for the purposes of examining or



inspecting same and of making such repairs or alterations as Sprint deems necessary. KMC hereby waives any claim for damage, injury, interference with KMC's business, any loss of occupancy or quiet enjoyment of the Collocation Space, and any other loss occasioned by the exercise of Sprint's access rights, except in the event such damages result solely from the gross negligence or willful misconduct of Sprint.

- 15.8.2. To use any means Sprint may deem proper to open Collocation Space doors or enclosures in an emergency. Entry into the Collocation Space obtained by Sprint by any such means shall not be deemed to be forcible or unlawful entry into or a detainment of or an eviction of KMC from the Collocation Space or any portion thereof.

#### 15.9. Trouble Status Reports

- 15.9.1. The Parties are responsible for making best efforts to provide prompt verbal notification to each other of significant unplanned service outages or operations problems which affect the Collocation Space or Premises, to the extent it affects the Collocation Space with an estimated clearing time for restoration, if known. In addition, each Party will provide notification as soon as reasonably practical.

### 16. CLEC'S OBLIGATIONS

- 16.1. Inspection and Janitorial. KMC shall regularly inspect the Collocation Space to ensure that the Collocation Space is in good condition. KMC shall promptly notify Sprint of any damage to the Collocation Space or of the need to perform any repair or maintenance of the Collocation Space, fixtures and appurtenances (including hardware, heating, cooling, ventilating, electrical and other mechanical facilities in the Collocation Space). KMC shall provide regular janitorial service to its Collocation Space and keep the Collocation Space clean and trash free.
- 16.2. Security Arrangements. KMC agrees to abide by all of Sprint's security practices for non-Sprint employees with access to the Building, including, without limitation:
  - 16.2.1. KMC will supply to Sprint, and update as changes occur, a list of its employees or approved vendors who require access to the Premises. The list will include the social security numbers of all such individuals. Sprint may reasonably object to any person on the list, in which case that person will be denied entry into the building. Sprint's objections will be consistent with the grounds for denying access to personnel of its own contractors or for denying employment directly with Sprint.

- 16.2.2. KMC is responsible for returning identification and access cards, codes, or keys of its terminated employees or its employees who no longer require access to the Collocation Space. All cards, codes, or keys must be returned upon termination of the applicable Collocation Space. KMC will reimburse Sprint actual costs due to unreturned or replacement cards, codes, or keys.
- 16.2.3. KMC's employees, agents, invitees and vendors must display identification cards at all times.
- 16.2.4. KMC will assist Sprint in validation and verification of identification of its employees, agents, invitees and vendors by providing a telephone contact available 24 hours a day, seven days a week to verify identification.
- 16.2.5. Removal of all furniture, equipment or similar articles will be based on local Sprint security practices. These security practices will not be more stringent for KMC than Sprint requires for its own employees or Sprint's contractors.
- 16.2.6. Before leaving the Collocation Space unattended, KMC shall close and securely lock all doors and windows and shut off unnecessary equipment in the Collocation Space. Any injury to persons or damage to the property of Sprint or any other party with equipment in the Building resulting from KMC's failure to do so shall be the responsibility of KMC. KMC will defend and indemnify Sprint from and against any claim by any person or entity resulting in whole or in part from KMC's failure to comply with this section.
- 16.2.7. KMC agrees that Sprint may provide a security escort for physical collocation, at no cost or undue delay to KMC, to KMC personnel while on Sprint Premises. While such escort shall not be a requirement to KMC's entry into the Building, KMC must allow the security escort to accompany KMC personal at all times and in all areas of the Building, including the Collocation Space, if so requested.
- 16.2.8. KMC shall post in a prominent location visible from the common Building area, the names and telephone numbers of emergency contact personnel along with names and telephone numbers of their superiors for 24 hour emergency use by Sprint. KMC shall promptly update this information as changes occur.
- 16.3. Electricity. KMC will provide Sprint with written notification within ten (10) business days of any scheduled AC or DC power work or related activity in the collocated facility that will or might cause an outage or any type of power disruption to Sprint equipment located in KMC facility. KMC shall provide Sprint immediate notification by telephone of any

emergency power activity that would impact Sprint equipment.

- 16.4. Uninterruptible Power Supply (UPS). KMC shall not provision and/or install UPS systems within the Sprint premises. The customer is permitted to install Inverted Power Systems if and only if documented compliance with National Equipment Building Standards (NEBS) III and Listing by Underwriters Laboratory (UL) has been met.
- 16.5. Electro-Chemical Stationary Batteries. KMC shall not place Electro-Chemical Storage Batteries of any type inside the collocation space.
- 16.6. Interruption of Services. KMC shall provide Sprint with written notice three (3) business days prior to those instances where KMC or its subcontractors perform work, which is to be a known service affecting activity. KMC will inform Sprint by e-mail of any unplanned service outages. The parties will then agree upon a plan to manage the outage so as to minimize customer interruption. Notification of any unplanned service outage shall be made as soon as practicable after KMC learns that such outage has occurred so that Sprint can take any action required to monitor or protect its service.
- 16.7. Telephone. KMC may, at its own expense, install and maintain regular business telephone service in the Collocation Space. If requested by KMC and at KMC's expense, Sprint will provide basic telephone service with a connection jack in the Collocation Space.
- 16.8. Fire Protection Systems. KMC shall, with the prior written consent of Sprint, have the right to provide additional fire protection systems within the Collocation Space; provided, however, that KMC may not install or use sprinklers or carbon dioxide fire suppression systems within the Building or the Collocation Space.
  - 16.8.1. If any governmental bureau, department or organization or Sprint's insurance carrier requires that changes or modifications be made to the fire protection system or that additional stand alone fire extinguishing, detection or protection devices be supplied within that portion of the Building in which the Collocation Space of KMCs in general are located, such changes, modifications, or additions shall be made by Sprint and KMC shall reimburse Sprint for the cost thereof in the same proportion as the size of KMC's Collocation Space as compared to the total available collocation space in the affected portion of the Building.
- 16.9. Hazardous Materials. KMC shall identify and shall notify Sprint in writing of any Hazardous Materials KMC may bring onto the Premises, and will provide Sprint copies of any inventories or other data provided to State Emergency Response Commissions ("SERCs"), Local Emergency Planning Committees ("LEPCs"), or any other governmental agencies if

required by the Emergency Planning and Community Right to Know Act (41 U.S.C. 11001, et seq.). KMC, its agents and employees shall transport, store and dispose of Hazardous Materials in accordance with all applicable federal, state or local laws, ordinances, rules and regulations. KMC will promptly notify Sprint of any releases of Hazardous Materials and will copy Sprint on any notification of or correspondence with any governmental agency which may be required by any environmental law as a result of such release.

- 16.9.1. KMC shall provide Sprint copies of all Material Safety Data Sheets ("MSDSs") for materials or chemicals regulated under the OSHA Hazard Communication Standard (29 C.F.R. 1910.1200) that are brought onto the property. All such materials shall be labeled in accordance with 29 C.F.R. 1910.1200 and applicable state regulations if such regulations are more stringent.
- 16.9.2. If Sprint discovers that KMC has brought onto Sprint's Premises Hazardous Materials without notification, or is storing or disposing of such materials in violation of any applicable environmental law, Sprint may, at Sprint's option and without penalty, terminate the applicable Collocation Space or, in the case of pervasive violation, this Agreement or suspend performance hereunder. KMC shall be responsible for, without cost to Sprint, the complete remediation of any releases or other conditions caused by its storage, use or disposal of Hazardous Materials. KMC shall also be responsible for removing and disposing of all Hazardous Materials on its Collocation Space at the termination of the applicable Collocation Space or this Agreement. If Sprint elects to terminate the applicable Collocation Space or this Agreement or discontinue the performance of services hereunder due to the storage, use or disposal of Hazardous Materials contrary to the terms of this Agreement, KMC shall have no recourse against Sprint and shall be responsible for all costs and expenses associated with such termination or suspension of service in addition to being responsible for any remedies available to Sprint for defaults under this Agreement.
- 16.9.3. KMC shall indemnify and hold harmless Sprint, its successors and assigns against, and in respect of, any and all damages, claims, losses, liabilities and expenses, including, without limitation, all legal, accounting, consulting, engineering and other expenses, which may be imposed upon, or incurred by, Sprint or asserted against Sprint by any other party or parties (including, without limitation, Sprint's employees and/or contractors and any governmental entity) arising out of, or in connection with, KMC's use, storage or disposal of Hazardous Materials.

- 16.9.4. For purposes of this Section, "Hazardous Materials" shall mean any toxic substances and/or hazardous materials or hazardous wastes (including, without limitation, asbestos) as defined in, or pursuant to, the OSHA Hazard Communication Standard (29 CFR Part 1910, Subpart Z), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901, et seq.), or regulations adopted pursuant to those statutes, the Toxic Substances Control Act (15 U.S.C. Section 2601, et seq.), the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601, et seq.) or any other federal, state or local environmental law, ordinance, rule or regulation. The provisions of this Section shall survive the termination, cancellation, modification or recession of this Agreement.
- 16.10. Various Prohibited Uses. KMC shall not do or permit anything to be done upon the Collocation Space, or bring or keep anything thereon which is in violation of any federal, state or local laws or regulations (including environmental laws or regulations not previously described), or any rules, regulations or requirements of the local fire department, Fire Insurance Rating Organization, or any other similar authority having jurisdiction over the Building. KMC shall not do or permit anything to be done upon the Collocation Space which may in any way create a nuisance, disturb, endanger, or otherwise interfere with the Telecommunications Services of Sprint, any other occupant of the Building, their patrons or customers, or the occupants of neighboring property, or injure the reputation of the Premises.
- 16.10.1. KMC shall not exceed the Uniformly Distributed Live Load Capacity. Sprint shall evaluate and determine Live Load Capacity rating on a site specific basis prior to equipment installation. KMC agrees to provide Sprint with equipment profile information prior to installation authorization.
- 16.10.2. KMC shall not paint, display, inscribe or affix any sign, trademark, picture, advertising, notice, lettering or direction on any part of the outside or inside of the Building, or on the Collocation Space, without the prior written consent of Sprint.
- 16.10.3. KMC shall not use the name of the Building or Sprint for any purpose other than that of the business address of KMC, or use any picture or likeness of the Building on any letterhead, envelope, circular, notice, or advertisement, without the prior written consent of Sprint.
- 16.10.4. KMC shall not exhibit, sell or offer for sale, rent or exchange in the Collocation Space or on the Premises any article, thing or service except those ordinarily embraced within the use of the

Collocation Space specified in Sections 3 and 11 of this Agreement without the prior written consent of Sprint.

- 16.10.5. KMC shall not place anything or allow anything to be placed near the glass of any door, partition or window which Sprint determines is unsightly from outside the Collocation Space; take or permit to be taken in or out of other entrances of the Building, or take or permit to be taken on any passenger elevators, any item normally taken through service entrances or elevators; or whether temporarily, accidentally, or otherwise, allow anything to remain in, place or store anything in, or obstruct in any way, any passageway, exit, stairway, elevator, or shipping platform. KMC shall lend its full cooperation to keep such areas free from all obstruction and in a clean and neat condition, move all supplies, furniture and equipment directly to the Collocation Space as soon as received, and move all such items and waste, other than waste customarily removed by employees of the Building.
- 16.10.6. KMC shall not, without the prior written consent of Sprint install or operate any lead-acid batteries, refrigerating, heating or air conditioning apparatus or carry on any mechanical business in the Collocation Space. Sprint may, in its sole discretion, withhold such consent, or impose any condition in granting it, and revoke its consent at will.
- 16.10.7. KMC shall not use the Collocation Space for housing, lodging or sleeping purposes.
- 16.10.8. KMC shall not permit preparation or warming of food, presence of cooking or vending equipment, sale of food or smoking in the Collocation Space.
- 16.10.9. KMC shall not permit the use of any fermented, intoxicating or alcoholic liquors or substances in the Collocation Space or permit the presence of any animals except those used by the visually impaired.
- 16.11. Rules of Conduct. KMC, its employees, agents, contractors, and business invitees shall:
  - 16.11.1. comply with all rules and regulations which Sprint may from time to time adopt for the safety, environmental protection, care, cleanliness and/or preservation of the good order of the Building, the Premises and the Collocation Space and its tenants and occupants, and
  - 16.11.2. comply, at its own expense, with all ordinances which are applicable to the Collocation Space and with all lawful orders

and requirements of any regulatory or law enforcement agency requiring the correction, prevention and abatement of nuisances in or upon the Collocation Space during the Term of this Agreement or any extension hereof.

16.12. Alterations. KMC shall not make installations, alterations or additions in or to the Collocation Space without submitting plans and specifications to Sprint and securing the prior written consent of Sprint in each instance. Sprint's consent shall not be unreasonably withheld or unduly delayed for non-structural interior alteration to the Collocation Space that do not adversely affect the Building's appearance, value, structural strength and mechanical integrity. Such work shall be done at the sole expense of KMC.

16.12.1. All installations, alterations and additions shall be constructed in a good and workmanlike manner and only new and good grades of material shall be used, and shall comply with all insurance requirements, governmental requirements, and terms of this Agreement. Work shall be performed at such times and in such manner as to cause a minimum of interference with Sprint's transaction of business. KMC shall permit Sprint to inspect all construction operations within the Collocation Space.

16.12.2. All installations, alterations and additions which take the form of fixtures, except trade fixtures, placed in the Collocation Space by and at the expense of KMC or others shall become the property of Sprint, and shall remain upon and be surrendered with the Collocation Space. Upon termination of this Agreement, however, Sprint shall have the right to require KMC to remove such fixtures and installations, alterations or additions at KMC's expense, and to surrender the Collocation Space in the same condition as it was prior to the making of any or all such improvements, reasonable wear and tear excepted.

16.12.3. All fixtures and other equipment to be used by KMC in, about or upon the Collocation Space shall be subject to the prior written approval of Sprint, which shall not be unreasonably withheld.

16.13. Fireproofing Policy. KMC shall not cut or drill into, drive nails or screws into, install conduit or wires, or in any way deface any part of the Collocation Space or the Building, outside or inside, without the prior written consent of Sprint. If KMC desires signal, communications, alarm or other utility or service connections installed or changed, the same shall be made by and at the expense of KMC. Sprint shall have the right of prior approval of such utility or service connections, and shall direct where and how all connections and wiring for such service shall be introduced and run. In all cases, in order to maintain the integrity of the Halon space for proper Halon concentration, and to ensure compliance with Sprint's

fireproofing policy, any penetrations by KMC, whether in the Collocation Space, the Building or otherwise, shall be sealed as quickly as possible by KMC with Sprint-approved fire barrier sealants, or by Sprint at KMC's cost.

- 16.14. Equipment Grounding. KMC equipment shall be connected to Sprint's grounding system.
- 16.15. Representations and Warranties. KMC hereby represents and warrants that the information provided to Sprint in any Application or other documentation relative to KMC's request for telecommunications facility interconnection and Central Office Building collocation as contemplated in this Agreement is and shall be true and correct, and that KMC has all necessary corporate and regulatory authority to conduct business as a telecommunications carrier. Any violation of this Section shall be deemed a material breach of this Agreement.

## **17. BUILDING RIGHTS**

- 17.1. Sprint may, without notice to KMC:
  - 17.1.1. Change the name or street address of the Premises;
  - 17.1.2. Install and maintain signs on the exterior and interior of the Premises or anywhere on the Premises;
  - 17.1.3. Designate all sources furnishing sign painting and lettering, ice, mineral or drinking water, beverages, foods, towels, vending machines or toilet supplies used or consumed in the Collocation Space;
  - 17.1.4. Have pass keys or access cards with which to unlock all doors in the Collocation Space, excluding KMC's safes;
  - 17.1.5. Reduce heat, light, water and power as required by any mandatory or voluntary conservation programs;
  - 17.1.6. Approve the weight, size and location of safes, computers and all other heavy articles in and about the Collocation Space and the Building, and to require all such items and other office furniture and equipment to be moved in and out of the Building or Collocation Space only at such times and in such a manner as Sprint shall direct and in all events at KMC's sole risk and responsibility;
  - 17.1.7. At any time, to decorate and to make, at its own expense, repairs, alterations, additions and improvements, structural or otherwise, in or to the Collocation Space, the Premises, or any part thereof (including, without limitation, the permanent or temporary relocation of any existing facilities such as parking



lots or spaces), and to perform any acts related to the safety, protection or preservation thereof, and during such operations to take into and through the Collocation Space or any part of the Premises all material and equipment required, and to close or suspend temporarily operation of entrances, doors, corridors, elevators or other facilities, provided that Sprint shall limit inconvenience or annoyance to KMC as reasonably possible under the circumstances;

17.1.8. Grant to anyone the exclusive right to conduct any business or render any service on the Premises, provided such exclusive right shall not operate to exclude KMC from the use expressly permitted by this Agreement, unless Sprint exercises its right to terminate this Agreement with respect to all or a portion of the Collocation Space;

17.1.9. Close the Building at such reasonable times as Sprint may determine, under such reasonable regulations as shall be prescribed from time to time by Sprint subject to KMC's right to access.

17.2. If the owner of the Building or Sprint sells, transfers or assigns any interest in the Building, or there is any material change in the Lease to which the Building is subject, and such sale, transfers assignment or material change in the Lease gives rise to an obligation which is inconsistent with this Agreement, Sprint's performance under this Agreement shall be excused to the extent of the inconsistency. Sprint hereby agrees that it will use its reasonable efforts to avoid any such inconsistency; provided, however, that this obligation shall in no way obligate Sprint to incur any out of pocket expenses in its efforts to avoid such inconsistencies.

17.3. This Agreement shall at all times be subject and subordinate to the lien of any mortgage (which term shall include all security instruments) that may be placed on the Collocation Space and KMC agrees, upon demand, to execute any instrument as may be required to effectuate such subordination.

## **18. INSURANCE**

18.1. During the term of this Agreement, KMC shall carry, and shall cause any subcontractors to carry, with financially reputable insurers which are licensed to do business in all jurisdictions where any Property is located, not less than the following insurance:

18.1.1. Commercial General Liability with limits of not less than \$1,000,000 combined single limit per occurrence and aggregate for bodily injury, property damage and personal and advertising

injury liability insurance to include coverage for contractual and products/completed operations liability, naming Sprint as additional insured;

- 18.1.2. Business Auto liability, including all owned, non-owned and hired automobiles, in an amount of not less than \$1,000,000 combined single limit per accident for bodily injury and property damage liability, naming Sprint as additional insured;
- 18.1.3. Workers Compensation as provided for in the jurisdiction where the Property is located, with an Employer's Liability limit of not less than \$500,000 per accident or disease; and
- 18.1.4. Umbrella or excess liability in an amount not less than \$5,000,000 per occurrence and aggregate in excess of the above-referenced Commercial General, Business Auto and Employer's Liability, naming Sprint as additional insured; and
- 18.1.5. "All Risk" property insurance on a full replacement cost basis insuring KMC's property situated on or within the Property, naming Sprint as loss payee. KMC may elect to insure business interruption and contingent business interruption, as it is agreed that Sprint has no liability for loss of profit or revenues should an interruption of service occur.
- 18.2. Nothing contained in this section shall limit KMC's liability to Sprint to the limits of insurance certified or carried.
- 18.3. All policies required of KMC shall contain evidence of the insurer's waiver of the right of subrogation against Sprint for any insured loss covered thereunder. All policies of insurance shall be written as primary policies and not contributing with or in excess of the coverage, if any, that Sprint may carry.
- 18.4. KMC shall furnish to Sprint a certificate or certificates of insurance, satisfactory in form and content to Sprint, evidencing that the above coverage is in force and has been endorsed to guarantee that the coverage will not be cancelled or materially altered without first giving at least 30 days prior written notice to Sprint.
- 18.5. Sprint will carry not less than the insurance coverages and limits required of KMC.

## **19. INDEMNIFICATION**

- 19.1. KMC shall indemnify and hold Sprint harmless from any and all claims arising from:
  - 19.1.1. the conduct of KMC's business or from any activity, work or things done, permitted or suffered by KMC in or about the

Collocation Space or elsewhere;

19.2. KMC shall at all times indemnify, defend, save and hold harmless Sprint clear and harmless from any claims, liens, demands, charges, encumbrances, litigation and judgments arising directly or indirectly out of any use, occupancy or activity of KMC, or out of any work performed, material furnished, or obligations incurred by KMC in, upon or otherwise in connection with the Collocation Space. KMC shall give Sprint written notice at least 10 business days prior to the commencement of any such work on the Collocation Space in order to afford Sprint the opportunity of filing appropriate notices of non-responsibility. However, failure by Sprint to give notice does not reduce KMC's liability under this section.

19.2.1. If any claim or lien is filed against the Collocation Space, or any action or proceeding is instituted affecting the title to the Collocation Space, KMC shall give Sprint written notice thereof as soon as KMC obtains such knowledge.

19.2.2. KMC shall, at its expense, within 30 days after filing of any lien of record, obtain the discharge and release thereof or post a bond in an amount sufficient to accomplish such discharge and release. Nothing contained herein shall prevent Sprint, at the cost and for the account of KMC, from obtaining such discharge and release if KMC fails or refuses to do the same within the 30-day period.

19.2.3. If KMC has first discharged the lien as provided by law, KMC may, at KMC's expense, contest any mechanic's lien in any manner permitted by law.

## **20. INTENTIONALLY LEFT BLANK**

## **21. PARTIAL DESTRUCTION**

21.1. If the Collocation Space or a portion thereof sufficient to make the Collocation Space substantially unusable shall be destroyed or rendered unoccupiable by fire or other casualty, Sprint may, at its option, restore the Collocation Space to its previous condition. KMC's rights to the applicable Collocation Space shall not terminate unless, within 90 days after the occurrence of such casualty, Sprint notifies KMC of its election to terminate KMC's rights to the applicable Collocation Space. If Sprint does not elect to terminate KMC's rights to the applicable Collocation Space, Sprint shall repair the damage to the Collocation Space caused by such casualty.

21.2. Notwithstanding any other provision of this Agreement to the contrary, if any casualty is the result of any act, omission or negligence of KMC, its agents, employees, contractors, KMCs, customers or business invitees, unless Sprint otherwise elects, KMC's rights to the applicable Collocation

Space shall not terminate, and, if Sprint elects to make such repairs, KMC shall reimburse Sprint for the cost of such repairs, or KMC shall repair such damage, including damage to the Building and the area surrounding it, and the License Fee shall not abate.

- 21.3. If the Building shall be damaged by fire or other casualty to the extent that portions are rendered unoccupiable, notwithstanding that the Collocation Space may be directly unaffected, Sprint may, at its election within 90 days of such casualty, terminate KMC's rights to the applicable Collocation Space by giving written notice of its intent to terminate KMC's rights to the applicable Collocation Space. The termination as provided in this paragraph shall be effective 90 days after the date of the notice. Upon KMC's request and subject to space availability, Sprint will provide to KMC, a comparable substitute collocation arrangement at another mutually agreeable location at the applicable charges for that item.

## **22. EMINENT DOMAIN**

- 22.1. If the Premises, or any portion thereof which includes a substantial part of the Collocation Space, shall be taken or condemned by any competent authority for any public use or purpose, KMC's rights to the applicable Collocation Space shall end upon, and not before, the date when the possession of the part so taken shall be required for such use or purpose. If any condemnation proceeding shall be instituted in which it is sought to take or damage any part of the Premises, or if the grade of any street or alley adjacent to the Premises is changed by any competent authority and such change of grade makes it necessary or desirable to remodel the Premises to conform to the changed grade, Sprint shall have the right to terminate KMC's rights to the applicable Collocation Space upon not less than 30 days notice prior to the date of cancellation designated in the notice. No money or other consideration shall be payable by Sprint to KMC for such cancellation, and KMC shall have no right to share in the condemnation award or in any judgment for damages caused by such eminent domain proceedings.

## **23. INTENTIONALLY LEFT BLANK**

## **24. ASBESTOS**

- 24.1. KMC is aware the Premises in which the Collocation Space is located may contain or have contained asbestos or asbestos containing building materials, and KMC is hereby notified that the Premises in which the Collocation Space is located may contain asbestos or asbestos containing building material (ACBM). KMC agrees that it is responsible for contacting the appropriate Sprint manager responsible for the Premises to determine the presence, location and quantity of asbestos or ACBM that KMC's employees, agents, or contractors may reasonably expect to

encounter while performing activities in the Premises. KMC shall not have responsibility or liability for any damages, expenses, costs, fees, penalties of any kind arising out of, or in connection with, or resulting from the disturbance of asbestos or ACBM in the Premises unless such disturbance arises out of or in connection with, or results from KMC's use of the Collocation Space or placement of equipment onto ACBM or into areas containing asbestos identified by Sprint. Sprint agrees to provide KMC reasonable notice prior to undertaking any asbestos control, abatement, or other activities which may disturb asbestos or ACBM that could potentially affect KMC's equipment or operations in the Collocation Space, including but not limited to the contamination of such equipment. Sprint will not have responsibility or liability for any damages, expenses, costs, fees, penalties of any kind arising out of, or in connection with the presence of asbestos in Sprint Premises.

## **25. MISCELLANEOUS**

- 25.1. **Brokers.** KMC warrants that it has had no dealings with any broker or agent in connection with this Agreement, and covenants to pay, hold harmless and indemnify Sprint from and against any and all cost, expense or liability for any compensation, commissions and charges claimed by any broker or agent with respect to this Agreement or the negotiation thereof.
- 25.2. **Work Stoppages.** In the event of work stoppages, Sprint may establish separate entrances for use by personnel of KMC. KMC shall comply with any emergency operating procedures established by Sprint to deal with work stoppages.

Table Two

Rate Element Description		
Physical and Virtual Collocation Elements	Non-Recurring Rate	Monthly Recurring Rate
<b>Application Fees</b>		
New Collocation - Application Fee	\$ 2,742.43	N/A
New Collocation - Administrative, Transmission Engineering & Project Management Fee	\$ 5,781.55	N/A
Minor Augment Fee	\$ 802.58	N/A
Minor Augment - Administrative & Project Management Fee	\$ 774.34	N/A
Minor Augment - Transmission Engineering Fee	\$ 524.26	N/A
Major Augment Fee	\$ 1,621.71	N/A
Major Augment - Administrative & Project Management Fee	\$ 2,024.90	N/A
Major Augment - Transmission Engineering Fee	\$ 1,540.00	N/A
Space Report (per wire center)	\$ 922.01	N/A
<b>Security Cage Construction</b>		
Security Cage - Engineering	\$ 504.77	N/A
Security Cage - Construction (per Linear Foot)	\$ 48.74	N/A
<b>Floor Space</b>		
Floor Space (per Square Foot)	N/A	\$ 8.54
<b>DC Power</b>		
Power Costs (per Load Ampere Ordered)	N/A	\$ 15.01
Power Costs (per Connection to Power Plant up to 30 Amps)	\$ 1,334.92	\$ 13.69
Power Costs (per Connection to Power Plant 35-60 Amps)	\$ 2,346.14	\$ 22.42
Power Costs (per Connection to Power Plant 70-100 Amps)	\$ 8,753.27	\$ 72.90
Additional Cost per Foot Over 110 Linear Feet	\$ 169.31	\$ 1.33
Power Costs (per Connection to Power Plant 125-200 Amps)	\$ 19,303.04	\$ 157.75
Additional Cost per Foot Over 110 Linear Feet	\$ 319.95	\$ 2.51
<b>AC Power</b>		
AC Outlet Installation (per 20 amp outlet)	\$ 1,099.38	N/A
Overhead Lights (per set of 2)	\$ 1,614.05	N/A
<b>Cross Connect Facilities</b>		
DS0 Switchboard Cable (per 100 Pair)	N/A	\$ 26.87
DS0 Co-Carrier Direct Cabling (per 100 Pair Switchboard Cable)	\$ 512.09	\$ 7.64
DS1 Cross Connect (per DS1 in 28-pack Increments)	N/A	\$ 1.56
DS1 Co-Carrier Direct Cabling (per DS1 28-pack Cable)	\$ 534.48	\$ 9.15
DS3 Cross Connect (per DS3 in 12-pack Increments)	N/A	\$ 19.65
DS3 Co-Carrier Direct Cabling (per DS3 12-pack Cable)	\$ 1865.10	\$ 21.41
Optical Cross-Connect (per 4-Fiber Cable)	N/A	\$ 15.52
Optical Co-Carrier Direct Cabling (per 4-Fiber Cable)	\$ 212.27	\$ 9.58
Internal Cable Space (per 48-Fiber Cable)	N/A	\$ 35.43
Internal Cable Space (per 100-Pair Copper Stub Cable)	N/A	\$ 23.39
Internal Cable (per 48-Fiber Cable)	\$ 1,132.86	\$ 35.68

Internal Cable (per 100-Pair Copper Stub Cable)	\$ 185.54	\$ 50.63
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<b>Physical and Virtual Collocation Elements (continued)</b>	<b>Non-Recurring Rate</b>	<b>Monthly Recurring Rate</b>
<b>Security Card</b>		
Security Card (per Card)	\$ 15.00	N/A
<b>Additional Labor Charges (Physical or Virtual)</b>		
Additional Labor 1/4 hour CO Technician - Regular	\$ 11.22	N/A
Additional Labor 1/4 hour CO Technician - Overtime	\$ 16.83	N/A
Additional Labor 1/4 hour CO Technician - Premium	\$ 22.44	N/A
Additional Labor 1/4 hour CO Engineer	\$ 14.39	N/A
Additional Labor 1/4 hour OSP Technician - Regular	\$ 13.83	N/A
Additional Labor 1/4 hour OSP Technician - Overtime	\$ 20.75	N/A
Additional Labor 1/4 hour OSP Technician - Premium	\$ 27.66	N/A
Additional Labor 1/4 hour OSP Engineer	\$ 12.93	N/A
<b>Line Sharing</b>		
96-Line Splitter Shelf	N/A	\$18.37
Cross-Connects (per 100 DS0), MDF to Splitter in Common Area,	N/A	\$22.16
Cross-Connects (per 100 DS0), Splitter in Common Area to Collocation Arrangement	N/A	\$17.62
Cross-Connects (per 100 DS0), MDF to Collocation Arrangement (see switchboard cable)		
<b>Adjacent Onsite Collocation</b>	<b>Non-Recurring Rate</b>	<b>Monthly Recurring Rate</b>
All elements	ICB	ICB
<b>Remote Terminal Collocation</b>	<b>Non-Recurring Rate</b>	<b>Monthly Recurring Rate</b>
All elements	ICB	ICB

PART O

**2003  
SPRINT**

**DISASTER RECOVERY PLANNING**

**For**

**CLECS**



# GENERAL CLEC DISASTER RECOVERY PROCEDURES

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## **GENERAL CLEC DISASTER RECOVERY PROCEDURES**

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### **1.0 PURPOSE**

In the unlikely event of a disaster occurring that affects Sprint's long-term ability to deliver traffic to a Competitive Local Exchange Carrier (CLEC), general procedures have been developed to hasten the recovery process. Since each location is different and could be affected by an assortment of potential problems, a detailed recovery plan is impractical. However, in the process of reviewing recovery activities for specific locations, some basic procedures emerge that appear to be common in most cases.

These general procedures should apply to any disaster that affects the delivery of traffic for an extended time period. Each CLEC will be given the same parity consideration during an outage and service will be restored as quickly as possible.

This document will cover the basic recovery procedures that would apply to every CLEC.

### **2.0 IDENTIFYING THE PROBLEM**

During the early stages of problem detection, the NOC will be able to tell which CLECs are affected by the catastrophe. Further analysis and/or first hand observation will determine if the disaster has affected CLEC equipment only; Sprint equipment only or a combination. The equipment that is affected will largely determine the initial restoration activity.

Once the nature of the disaster is determined and after verifying the cause of the problem, the NOC will initiate reroutes and/or transfers that are jointly agreed upon by the affected CLECs' Network Management Center and the Sprint NOC. The type and percentage of controls used will depend upon available network capacity. Controls necessary to stabilize the situation will be invoked and the NOC will attempt to re-establish as much traffic as possible.

The service centers will also be impacted by a disaster situation, and separate measures for their recovery are included as well.

### **3.0 SITE CONTROL**

In the total loss of building use scenario, what likely exists will be a smoking pile of rubble. This rubble will contain many components, which could be dangerous. It could also contain any personnel on the premises at the time of the disaster. For these reasons, the local fire marshal with the assistance of the police will control the site until the building is no longer a threat to surrounding properties and the companies have secured the site from the general public.

## GENERAL CLEC DISASTER RECOVERY PROCEDURES

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During this time, the majority owner of the building should be arranging for a demolition contractor to mobilize to the site with the primary objective of reaching the cable entrance facility for a damage assessment. The results of this assessment would then dictate immediate plans for restoration, both short term and permanent.

In a less catastrophic event, i.e., the building is still standing and the cable entrance facility is usable, the situation is more complex. Local authorities will initially control the site until the threat to adjacent property has diminished. Once the site is returned to the control of the companies, the following events should occur.

An initial assessment of the main building infrastructure systems (mechanical, electrical, fire and life safety, elevators, and others) will establish building needs. Once these needs are determined, the majority owner should lead the building restoration efforts. There may be situations where the site will not be totally restored within the confines of the building. The companies must individually determine their needs and jointly assess the cost of permanent restoration to determine the overall plan of action.

Multiple restoration trailers from each company will result in the need for designated space and installation order. This layout and control is required to maximize the amount of restoration equipment that can be placed at the site, and the priority of placements.

Care must be taken in this planning to insure other restoration efforts have logistical access to the building. Major components of telephone and building equipment will need to be removed and replaced. A priority for this equipment must also be jointly established to facilitate overall site restoration. (Example: If the AC switchgear has sustained damage, this would be of the highest priority in order to regain power, lighting, and HVAC throughout the building.)

If the site will not accommodate the required restoration equipment, the companies would then need to quickly arrange with local authorities for street closures, rights of way and other possible options available.

### 4.0 ENVIRONMENTAL CONCERNS

In the worse case scenario, many environmental concerns must be addressed. Along with the police and fire marshal, the state environmental protection department will be on site to monitor the situation.

Items to be concerned with in a large central office building could include:

## GENERAL CLEC DISASTER RECOVERY PROCEDURES

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Emergency engine fuel supply. Damage to standby equipment and the fuel handling equipment could have created "spill" conditions that have to be handled within state and federal regulations.

Asbestos containing materials that may be spread throughout the wreckage. Asbestos could be in many components of building, electrical, mechanical, outside plant distribution, and telephone systems.

Lead and acid. These materials could be present in potentially large quantities depending upon the extent of damage to the power room.

Mercury and other regulated compounds resident in telephone equipment.

Other compounds produced by the fire or heat.

Once a total loss event occurs at a large site, local authorities will control immediate clean up (water placed on the wreckage by the fire department) and site access.

At some point, the companies will become involved with local authorities in the overall planning associated with site clean up and restoration. Depending on the clean up approach taken, delays in the restoration of several hours to several days may occur.

In a less severe disaster, items above are more defined and can be addressed individually depending on the damage.

In each case, the majority owner should coordinate building and environmental restoration as well as maintain proper planning and site control.

### 5.0 EMERGENCY RESTORATION PLAN FOR CSO ORGANIZATION

#### 5.1 Introduction

This plan provides a basic organizational structure and defines areas of responsibility for a wide range of disasters. It is intended to allow and encourage maximum organizational flexibility in responding to all potential disasters. The organization outlined here includes only those people who normally would support the Service Center operations.

#### 5.2 General Information

As soon as it is determined that an emergency situation exists, the Service Center Manager will hold a meeting with the Local Assessment Team and make plans for placing the Disaster Recovery Plan into effect.

The assessment teams areas of responsibilities will be determined and assigned by the Service Center Manager.

## **GENERAL CLEC DISASTER RECOVERY PROCEDURES**

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As soon as practical, the Service Center Manager will use all means available for alerting the personnel who will be needed to make the assessment, keeping in mind that the assessment should be completed as soon as possible after an emergency occurrence.

After personnel report, the Service Center Manager, or his designated representative, will provide the necessary information to begin the damage assessments.

It is most important that the Service Center Manager ensure that the assessment team is properly instructed and keeps in mind Sprint's safety practices and abides by them while securing center assessment information.

### **6.0 EMERGENCY RESTORATION**

In the event an emergency situation develops, or is in the process of developing, the Service Center Manager will hold a meeting with the Local Assessment team to place the Disaster Recovery Plan into operation.

#### **6.1 Local Service Center Assessment Team**

Service Center Manager  
Manager-Buildings/Grounds  
Security Manager  
Information Services Manager  
Manager Safety /Risk/Loss  
Public Relations Manager

#### **6.2 Agenda for Meeting**

The Local Assessment Team should review the following subjects and take action as necessary to expedite the restoration of service.

Departments affected  
AC power failures  
LAN Connectivity  
Communication System Assessment  
Working Conditions (weather, delays, etc.)  
Work force requirements (forces on the job, in transit, etc.)  
Extra Forces needed  
Contractors needed  
Restoration schedules – temporary/permanent  
Equipment requirements  
General review of responsibilities  
Secure from Decision Support work order number

### **7.0 EMERGENCY RESTORATION PRIORITY**

## **GENERAL CLEC DISASTER RECOVERY PROCEDURES**

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The priority for restoration will be established at the time of the emergency or disaster, as conditions dictate. The following are considerations for restoration in order of priority:

### **Assignment**

2. Remote Entry
3. CLEC

### **8.0 WORK DISTRIBUTION RECOMMENDATION**

Scottsbluff, Nebraska - All work can be routed to Jefferson City, Missouri.

Jefferson City, Missouri - All work can be routed to Carlisle.

Carlisle, Pennsylvania - All work can be routed to Jefferson City, Missouri

Fayetteville, North Carolina -

Remote Entry for Companies "O" & "C" to Winter Garden.

Remote Entry for Company "S" to Carlisle.

Assignment for Company "C" to Las Vegas

Assignment for Company "S" to Ft. Myers

Assignment for Company "O" to Jefferson City

CLEC to Ft. Myers

Las Vegas, Nevada

Remote Entry to Winter Garden and Carlisle

Assignment to Fayetteville, Ft. Myers, and Jefferson City

CLEC to Fayetteville

Winter Garden, Florida

Remote entry to Jefferson City, Carlisle, and Fayetteville

Ft. Myers, Florida

Assignment to Las Vegas, Jefferson City, Carlisle, and Fayetteville

CLEC to Las Vegas and Fayetteville

Note: The techs will call directly to the 800 number of the receiving center. This will also help with work distribution.

### **9.0 EMERGENCY RESTORATION PLAN FOR NETWORK ORGANIZATION CENTER**

#### **Disaster Management Structure**

## GENERAL CLEC DISASTER RECOVERY PROCEDURES

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The Disaster Recovery Management Team is comprised of internal and external personnel responsible for maintaining and executing the plan. The Plan addresses both short and long term disaster but is flexible enough to resolve less severe disruptions.

The nature of the disruption typically indicates the specific resources needed for recovery. Therefore, the resources utilized by the Recovery Team are directly related to the extent of the damage caused by the event.

The primary responsibilities of the Disaster Recovery Management Team are to:

Accomplish rapid and efficient recovery of the network and applications systems at the primary and alternate site locations.

Manage recovery and non-recovery activities to protect vital NOC functions until normal operations are resumed.

Conduct streamlined reporting of recovery progress from the recovery team level upward to Executive Management and downward to affected personnel.

The Disaster Recovery Management Team consists of:

NOC Director  
Manager of Special Services  
Manager of Technical Assistance  
Manager of Surveillance  
Manager of Scheduling & Administration

All leadership positions on the Recovery Team are required to have an alternate person to assume their position in the case they are not available at the time of the disaster and subsequent recovery.

Network Operations Center- Director

The NOC Director manages the recovery and restoration effort, reporting recovery and progress and problems to Executive Management. All individual groups within the NOC function under this supervision throughout the recovery and restoration. Managers of the groups report recovery status directly to the NOC Director.

In a non-disaster mode the Director assumes the role in ensuring that the Plan is properly documented, maintained and tested in order to ensure that a state of readiness always exists sufficient to respond to any level of disaster. Functional management groups operating under this direction are:

Internal:

Technical Assistance

## GENERAL CLEC DISASTER RECOVERY PROCEDURES

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Special Services  
Scheduling and Administration  
Surveillance  
Corporate Communications (Public Relations)

### 10.0 RECOVERY PROCEDURES

The nature and severity of any disaster will influence the recovery procedures. One crucial factor in determining how Sprint will proceed with restoration is whether or not Sprint's equipment is incapacitated. Regardless of who's equipment is out of service, Sprint will move as quickly as possible to aid with service recovery; however, the approach that will be taken may differ depending upon the location of the problem.

#### 10.1 CLEC OUTAGE

For a problem limited to one CLEC (or a building with multiple CLECs). Sprint has several options available for restoring service quickly. For those CLECs that have agreements with other CLECs, Sprint can immediately start directing traffic to a provisional CLEC for completion. This alternative is dependent upon Sprint having concurrence from the affected CLECs.

Whether or not the affected CLECs have requested a traffic transfer to another CLEC will not impact Sprint's resolve to re-establish traffic to the original destination as quickly as possible.

#### 10.2 SPRINT OUTAGE

Because Sprint's equipment has varying degrees of impact on the service provided to the CLECs, restoring service from damaged Sprint equipment is different. The outage will probably impact a number of Carriers simultaneously.

A disaster involving any of Sprint's equipment locations could impact the CLECs, some more than others. A disaster at a Central Office (CO) would only impact the delivery of traffic to and from that Center (SWC), then traffic from the entire area to those Carriers served from that switch would also be impacted. If the switch functions as an Access tandem or there is a tandem in the building, traffic from every CO to every CLEC could be interrupted. A disaster that destroys a facility hub could disrupt various traffic flows, even though the switching equipment may be unaffected.

The NOC would be the first group to observe a problem involving Sprint's equipment. Shortly after a disaster, the NOC will begin applying controls and finding reroutes for the completion of as much traffic as possible. These reroutes may involve delivering traffic to alternate Carriers upon receiving approval from affected carriers and notification of the CLECs involved. In some cases, changes in translations will be required.



## **GENERAL CLEC DISASTER RECOVERY PROCEDURES**

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### **10.2.1 Loss of a Central Office**

When Sprint loses a Central Office, the NOC will

Place specialists and emergency equipment on notice.

Inventory the damage to determine what equipment and/or functions are lost,

Move containerized emergency equipment and facility equipment to the stricken area, if necessary.

Begin reconnecting service for Hospitals, Police and other emergency agency customers of CLECs and Sprint in a nondiscriminatory manner in accordance with SNEP-TSP guidelines, and

Begin restoring service to CLECs and other customers

### **10.2.2 Loss of a Central Office with Serving Wire Center Functions**

The loss of a Central Office that also serves as a Serving Wire Center (SWC) will be restored as described in section 5.2.1.

### **10.2.3 Loss of a Central Office with Tandem Functions**

When Sprint loses a Central Office building that serves as an Access Tandem and as a SWC, the NOC will

Place specialists and emergency equipment on notice;

Inventory the damage to determine what equipment and/or functions are lost.

Move containerized emergency equipment and facility equipment to the stricken area, if necessary.

Begin reconnecting service for Hospitals, Police and other emergency agency customers of CLECs and a Sprint in a nondiscriminatory manner in accordance with NSEP-TSP guidelines, and

Redirect as much traffic as possible to the alternate access tandem (if available) for delivery to those CLECs utilizing a different location as a SWC.

Begin aggregating traffic to a location near the damaged building. From this location, begin re-establishing trunk groups to the CLECs for the delivery of traffic normally found on the direct trunk groups. (This aggregation point may be the alternate access tandem location or another CO on a primary facility route.)

Begin restoring service to CLECs and other customers.

### **10.2.4 Loss of a Facility Hub**

In the event that Sprint loses a facility hub, the recovery process is much the same as above. The recovery effort will include:

Placing specialists and emergency equipment on notice;

Inventorying the damage to determine what equipment and/or functions are lost;

Moving containerized emergency equipment to the stricken area, if necessary;

## **GENERAL CLEC DISASTER RECOVERY PROCEDURES**

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Reconnecting service for Hospitals, Police and other emergency agency customers of CLECs and Sprint in a nondiscriminatory manner in accordance with NSEP-TSP guidelines; and

Restoring service to CLECs and other customers. If necessary, Sprint will aggregate the traffic at another location and build temporary facilities. This alternative would be viable for a location that is destroyed and building repairs are required.

### **10.3 COMBINED OUTAGE (CLEC AND SPRINT EQUIPMENT)**

In some instances, a disaster may impact Sprint's equipment as well as the CLECs'. This situation will be handled in much the same way as described in section 5.2.3. Since Sprint and the CLECs will be utilizing temporary equipment, close coordination will be required.

#### **10.3.1 ALTERNATIVE BUILDING**

In preparation for an extended outage, each Service Center Manager to identify with Land & Buildings an alternate company location that could be converted to a temporary service center. Alternate space to accommodate:

Work stations

Computers

Telephones

LAN Connections

This space would not be occupied or furnished in advance but would be equipped with LAN and telephone connections.

### **11.0 T1 IDENTIFICATION PROCEDURES**

During the restoration of service after a disaster, Sprint may be forced to aggregate traffic for delivery to a CLEC. During this process T1 traffic may be consolidated onto DS3s and may become unidentifiable to the Carrier. Because resources will be limited, Sprint may be forced to "package" this traffic entirely differently than normally received by the CLECs. Therefore, a method for identifying the T1 traffic on the DS3s and providing the information to the Carriers is required.

### **12.0 ACRONYMS**

CO Central Office (Sprint)

DS3 Facility that carries 28 T1s (672 circuits)

CLEC Competitive Local Exchange Carrier

NOC Network Operations Center

SWC Serving Wire Center (Sprint switch)

## **GENERAL CLEC DISASTER RECOVERY PROCEDURES**

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T1 Facility that carries 24 circuits

# KMC/Sprint Arbitration Issues Matrix

Agreement: Part C

Item No.	Issue	Status	Comments	KMC Proposed	Sprint Proposed
1.	C 2. Section 6  <i>Should the provision of the interconnection agreement regarding security deposits apply to both parties?</i>	Open	Sprint requires all CLECs that have not established a satisfactory payment history to pay a security deposit to ensure payment for services under the interconnection agreement. Sprint does not believe it is appropriate or necessary to make the deposit reciprocal	<p><b>6. SECURITY DEPOSIT</b></p> <p>6.1. Each Party reserves the right to secure the account with a suitable form of security deposit, unless good credit history has already been established by the other Party. A Party providing services may request one (1) security deposit which shall be calculated as set forth below in §7.2 through 7.10, inclusive:</p> <p>6.1.1. For the purposes of this §7, where the Party requesting services has existing local service operations with the Party providing services prior to the Effective Date of this Agreement, the term "good credit history" shall mean that the Party requesting services has received no more than two (2) valid past due notices for undisputed amounts owed to the Party providing services in a state within the past twelve (12) consecutive month period.</p> <p>6.1.2. For the purposes of this §7, if the Party requesting services has no local service operations with the Party providing services in any territory prior to the Effective Date of this Agreement or has less than twelve (12) consecutive months service, the Party providing services shall consider the Party requesting services payment history to date, credit rating, publicly available financial data, and/or any other material supplied by the Party requesting services in determining whether "good credit history" has been established.</p> <p>1.1.3. For purposes of this §7, a past due notice or delinquency notice shall be considered "valid" if:</p> <p>(i) the Party providing services has in fact not received the amounts for which the notice is issued,</p> <p>(ii) the Party providing services has properly issued that notice in accordance with the notification procedures of this Agreement, and (iii) the amounts for</p>	<p><b>6. SECURITY DEPOSIT</b></p> <p>6.1. Sprint reserves the right to secure the account with a suitable form of security deposit, unless satisfactory credit has already been established through twelve (12) consecutive months of current payments for carrier services to Sprint and all ILEC affiliates of Sprint. A payment is not considered current in any month if it is made more than 30 days after the bill date</p> <p>6.2. Such security deposit shall take the form of cash or cash equivalent, an irrevocable, letter of credit or other forms of security acceptable to Sprint</p> <p>6.3. If a security deposit is required on a new account, such security deposit shall be made prior to inauguration of service. If the deposit relates to an existing account, the security deposit will be made prior to acceptance by Sprint of additional orders for service.</p> <p>6.4. Such security deposit shall be two (2) months' estimated billings as calculated by Sprint, or twice the most recent month's invoices from Sprint for existing accounts. All security deposits will be subject to a minimum deposit level of \$10,000.</p> <p>6.5. The fact that a security deposit has been made in no way relieves CLEC from complying with Sprint's regulations as to advance payments and the prompt payment of bills on presentation, nor does it constitute a waiver or modification of the regular practices of Sprint providing for the discontinuance of service for non-payment of any sums due Sprint.</p> <p>6.6. Sprint reserves the right to increase, and</p>

## KMC/Sprint Arbitration Issues Matrix

Item No.	Issue	Status	Comments	KMC Proposed	Sprint Proposed
				<p>which the notice is issued have not been disputed by the Party receiving services</p> <p>6.2. Such security deposit shall take the form of cash or cash equivalent, a revocable letter of credit, surety bond or other forms of security acceptable to the Party receiving services.</p> <p>6.3. If KMC has not established good credit history with the Party providing services and all affiliates of the Party providing services where the Party requesting services is doing or has done business as a local service provider, the Party requesting services shall remit an initial deposit to the Party providing services prior to inauguration of service. If the deposit relates to an existing account, the security deposit will be made prior to acceptance by the Party providing services of additional orders for service.</p> <p>6.4. Such security deposit shall be the lesser of (i) one (1) months' estimated billings as forecasted by KMC, or (ii) one (1) month's average bill, determined based on the monthly average of the previous twelve (12) months of undisputed charges billed from Sprint for existing accounts</p> <p>The security deposit will be subject to a minimum deposit level of \$ ____.</p>	<p>CLEC agrees to increase, the security deposit requirements when, in Sprint's reasonable judgment, changes in CLEC's financial status so warrant and/or gross monthly billing has increased beyond the level initially used to determine the security deposit</p> <p>6.7. Any security deposit shall be held by Sprint as a guarantee of payment of any charges for carrier services billed to CLEC, provided, however, Sprint may exercise its right to credit any cash deposit to CLEC's account, or to demand payment from the issuing bank or bonding company of any irrevocable bank letter of credit, upon the occurrence of any one of the following events:</p> <p>6.7.1 when CLEC undisputed balances due to Sprint that are more than thirty (30) days past due; or</p> <p>6.7.2. when CLEC files for protection under the bankruptcy laws; or</p> <p>6.7.3. when an involuntary petition in bankruptcy is filed against CLEC and is not dismissed within sixty (60) days; or</p> <p>6.8. when this Agreement expires or terminates. Any security deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service.</p>
2.	C 5. Section 4.10  <i>Should bill-and-keep apply to VoIP calls, to the extent they can be identified, until the proper regulatory classification</i>	Open	KMC and other CLECs should not be allowed to use IP transport for the avoidance of access charges.	<p>4.10 The Parties reserve the right to raise the appropriate treatment of Voice Over Internet Protocol (VOIP) traffic which crosses LATA boundaries constitute Switched Access Traffic under the Dispute Resolution provisions of this Agreement. The Parties further agree that this Agreement shall not be construed against either Party as a "meeting of the minds" that VOIP traffic is or is not local traffic subject to reciprocal compensation. Both Parties</p>	<p>4.10. Voice calls that are transmitted, in whole or in part, via the public Internet or a private IP network (VoIP) shall be compensated in the same manner as voice traffic (e.g. reciprocal compensation, interstate access and intrastate access).</p>

## KMC/Sprint Arbitration Issues Matrix

Item No.	Issue	Status	Comments	KMC Proposed	Sprint Proposed
	<i>cation of VOIP is resolved by the appropriate federal or state regulatory or judicial body?</i>			<p>reserve the right to advocate their respective positions before state or federal commissions whether in bilateral complaint dockets, arbitrations under Sec. 252 of the Act, commission established rule-making dockets, or in any legal challenges stemming from such proceedings. Notwithstanding the foregoing, and without waiving any rights with respect to either Party's position as to the jurisdictional nature of VOIP, the Parties agree amend this Agreement in accordance with the General Terms and Conditions of this Agreement to abide by any effective and applicable FCC rules and orders regarding the nature of such traffic and the compensation payable by the Parties for such traffic, if any; provided however, that any VOIP transmission which originates in one LAT A and terminates in another LAT A (i.e., the end-to-end points of the call), shall be subject to a "bill and keep" arrangement.</p>	

# KMC/Sprint Arbitration Issues Matrix

Agreement: Part E

Item No.	Issue	Status	Comments	KMC Proposed	Sprint Proposed
3.	E 95 Section 22.3.1.  Line Splitting  <i>What rates, terms and conditions should apply to line-splitting provided by Sprint?</i>	Open	The only issue left is the appropriate monthly recurring costs (MRCs) that apply to line splitting.		The parties have reached agreement on the terms and conditions.
4.	E 97. Section 23.1  Pending or No Facilities  <i>Should Sprint perform routing network modifications in accordance with FCC rules?</i>	Open	KMC to provide modifications to Sprint proposed language	23.1 Consistent with the FCC's Order in Docket No CC 01-228, <i>In the Matter of the Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers</i> ("Triennial Review Order"), Sprint may designate an order as "Pending" or "No Facilities" when KMC's order requires the construction of a new local loop from scratch by trenching or pulling cable Sprint shall provide notification of Pending or No Facilities orders, within two (2) business days of order receipt and shall specify whether the orders are rejected due to 'pending' facilities, 'no' facilities or additional construction required Sprint shall include verification that all equipment and facility options have been reviewed for availability to provision the requested service, including without limitation, spare or retired copper facilities, next generation equipment and availability of spare timeslots on channel banks. Further Sprint shall make available, where technically feasible, alternative service options to provide services by the requested due date, including but not limited to Resale services at UNE rates or spare channels on a digital DSL. Such alternatives shall be subject to joint KMC-Sprint technical discussion and review. Following such review, KMC will make the final decision to pro-	23.1. Sprint shall provide notification of Pending or No Facilities at Parity with the timeframe for it's retail service in accordance with Commission guidelines and shall specify whether the orders are rejected due to 'pending' facilities, 'no' facilities or additional construction required. Sprint will evaluate alternative equipment and facility options in accordance with the terms of this Agreement. Where available, KMC may order an alternative arrangement including resale. KMC will make the final decision to proceed with a service provisioning alternative

## KMC/Sprint Arbitration Issues Matrix

Item No.	Issue	Status	Comments	KMC Proposed	Sprint Proposed
5	E 98. Section 24.1.1.  Network Modifications for Loops  <i>Should Sprint be permitted to loop charges which are not approved by the Commission?</i>	Open	To the extent it is not recovered elsewhere, Sprint is entitled to recover its cost for routine network modifications made on behalf of KMC.	24.1.1 Sprint will make routine network modifications to unbundled loop facilities used by KMC where the requested loop facility has already been constructed. Sprint will perform routine network modifications to unbundled loop facilities in a nondiscriminatory fashion, without regard to whether the loop facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier. Sprint will recover the cost of such routine network modifications to unbundled loop facilities in its monthly recurring rates for unbundled loop.	24.1.1 Sprint will make routine network modifications to unbundled loop facilities used by KMC where the requested loop facility has already been constructed. Sprint will perform routine network modifications to unbundled loop facilities in a nondiscriminatory fashion, without regard to whether the loop facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier. KMC will compensate Sprint for the costs of such routine network modifications to unbundled loop facilities to the extent the costs are not recovered in the unbundled loop rates
6	E 99. Section 24.1.2  Network Modifications for Dedicated Transport  <i>Should Sprint be permitted to impose dedicated transport charges which are not approved by the Commission?</i>	Open	To the extent it is not recovered elsewhere, Sprint is entitled to recover its cost for routine network modifications made on behalf of KMC	Sprint will make routine network modifications to unbundled dedicated transport facilities used by KMC where the requested Dedicated Transport facilities have already been constructed. Sprint will perform the routine network modifications to unbundled Dedicated Transport facilities in a nondiscriminatory fashion, without regard to whether the facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier. Sprint will recover the cost of such routine network modifications to unbundled Dedicated Transport facilities in its monthly recurring rates for the unbundled Dedicated Transport.	Sprint will make routine network modifications to unbundled dedicated transport facilities used by CLEC where the requested Dedicated Transport facilities have already been constructed. Sprint will perform the routine network modifications to unbundled Dedicated Transport facilities in a nondiscriminatory fashion, without regard to whether the facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier. CLEC will compensate Sprint for the costs of such routine network modifications to unbundled Dedicated Transport facilities to the extent the costs are not recovered in the unbundled Dedicated Transport rates. <sup>1</sup>



# KMC/Sprint Arbitration Issues Matrix

Agreement: Part F

Item No.	Issue	Status	Comments	KMC Proposed	Sprint Proposed
7.	F 9. Section 1.2.1  Selection of POI  <i>Should Sprint be allowed to designate and establish its own Point of Interconnection (POI) for the delivery of Sprint-originated traffic?</i>	Open	There may be certain cases it may make economic and technical sense for Sprint to have the option to self-provision transport to KMC's network.	1.2.1 Physical Point of Interconnection KMC must establish a minimum of one (1) Physical POI at any Technically Feasible point on Sprint's network within in each LATA in which KMC interconnects with Sprint. The POI may be at any Technically Feasible point including, but not limited to, any electronic or manual cross-connect points, Collocations, entrance facilities, and mid-span meets. KMC will be responsible for provisioning, engineering, maintenance, and cost of facilities its network on its side of the POI. Sprint will be responsible for provisioning, engineering, maintenance, and cost of facilities on its side of the POI. If and when the Parties choose to interconnect at a mid-span meet, KMC and Sprint will jointly provision the facilities that connect the two (2) networks. When KMC leases facilities provided by Sprint for interconnection between the KMC point of presence and the POI, Sprint will provide these facilities at TELRIC rates.	1.2.1. Physical Point of Interconnection KMC must establish a minimum of one (1) Physical POI at any Technically Feasible point on Sprint's network within in each LATA in which KMC interconnects with Sprint. The POI may be at any Technically Feasible point including, but not limited to, any electronic or manual cross-connect points, Collocations, entrance facilities, and mid-span meets. KMC will be responsible for engineering and maintaining its network on its side of the POI. Sprint will be responsible for engineering and maintaining its network on its side of the POI. If and when the Parties choose to interconnect at a mid-span meet, KMC and Sprint will jointly provision the facilities that connect the two (2) networks. Sprint reserves the right to establish its own Physical POI if CLEC elects to file, and the Commission approves, CLEC's cost studies for transport.
8.	F 11 Section 1.2.5  Virtual POI  <i>Can Sprint shift to KMC its costs for the transport and delivery to KMC of VNXX-enabled, Sprint-originated ISP-bound and/or local traffic?</i>	Open	Sprint is entitled to compensation for transport of ISP-bound calls to a POI outside the local calling area	No specific language proposed	1.2.5 CLEC must compensate Sprint for the transport of ISP bound traffic when transport of such traffic is required outside Sprint's Local Calling Area where the call originates to deliver the traffic to the POI. Such transport will be at TELRIC based transport rates

# KMC/Sprint Arbitration Issues Matrix

Agreement: Part J

Item No.	Issue	Status	Comments	KMC Proposed	Sprint Proposed
9.	J.1. Section 1.1-2.4  Performance Measures and Standards  <i>By what measures and standards should Sprint's performance be measured?</i>	Open	Sprint's Performance Measurement Plan (PMP) is appropriate for Sprint and is used by Sprint for all CLECs in all states where Sprint is an incumbent local exchange company.	<p><b>1. GENERAL</b></p> <p>1.1. Sprint shall satisfy all service standards, intervals, measurements, specifications, performance requirements, technical requirements, and performance standards and will pay any penalties for violation of the performance standards that are required by law or regulation. In addition, Sprint's performance under this agreement shall be provided to KMC at parity with the performance provided to other carriers and to itself for like service(s)</p> <p><b>2. REQUIREMENTS AND GUIDELINES FOR PERFORMANCE REPORTING</b></p> <p>2.1. Sprint shall provide, on a monthly basis, performance measurement results for all states requested by KMC. Sprint shall report these results on both a KMC-specific and carrier-aggregate basis, and will include performance results for service Sprint provides to itself for comparable services. These measures shall be provided by the date established by applicable Commission rules and orders, and no later than the twentieth (20th) day of the subsequent month in all other states.</p> <p>2.2. The performance measurement results to be provided shall cover Sprint's performance in the areas of Pre-Ordering, Ordering, Provisioning, Maintenance &amp; Repair, Databases, Service Centers and Collocation. Sprint shall provide these performance measurement results in accordance with applicable Commission rules and orders, on a voluntary basis for all other states requested by KMC. The performance measurement results to be provided, and the related performance standards, are specified in Exhibit A of this Appendix.</p> <p>2.3. If Sprint should fail to meet any of the</p>	<p><b>1. GENERAL</b></p> <p>1.1. Sprint shall satisfy all service standards, intervals, measurements, specifications, performance requirements, technical requirements, and performance standards and will pay any penalties for violation of the performance standards that are required by law or regulation. In addition, Sprint's performance under this agreement shall be provided to CLEC at parity with the performance Sprint provides itself for like service(s).</p>

## KMC/Sprint Arbitration Issues Matrix

Item No.	Issue	Status	Comments	KMC Proposed	Sprint Proposed
				<p>performance standards specified, it shall:</p> <p>2.3.1. Provide, satisfy and otherwise comply with all remedies, requirements and/or penalties specified in applicable laws, rules or regulations.</p> <p>2.3.2 Undertake a good faith root cause analysis, and implement an action plan to meet the performance standard(s) and prevent the failure(s) from recurring.</p> <p>2.3.3. Where failure to meet any performance standard directly impacts KMC, the Parties shall meet to review the performance at issue, the root cause analysis and the action plan. The Parties shall bring appropriate subject matter experts as well as personnel with appropriate decision-making authority to such meetings. The Parties shall meet on a monthly basis until Sprint's performance meets the performance standard specified in Exhibit A to this Appendix or required by applicable Commission rules and orders</p> <p>2.4. The Parties will establish a mechanism to address performance areas in which Sprint has failed to meet the applicable performance standard on a repeated or chronic basis. Should Sprint fail to meet a performance standard for two consecutive months or for three months in any given six (6) month period, the activities and joint meetings specified in the preceding section will be escalated to the management level above that responsible for the initial resolution. Should such escalation fail to bring Sprint's performance into compliance with the applicable standard, the issue will be escalated to the Vice Presidential level within each Party's organization</p>	

## KMC/Sprint Arbitration Issues Matrix

Item No.	Issue	Status	Comments	KMC Proposed	Sprint Proposed
10.	J. 2. Section 2.5 Performance Assurance  <i>What remedies should be put into place to ensure that Sprint's performance meets appropriate standards?</i>	Open	The remedies applicable to BellSouth are not appropriate for Sprint	2.5 The Parties agree to utilize a self-executing performance remedy plan (PRP) that will contain financial penalties for substandard performance by Sprint. The PRP will be based on the incentive plan established by the Commission for the RBOC, as modified and amended as of the date of this Agreement. The PRP will be modified from the RBOC plan to reflect only (a) the pro-rata size of the Sprint market as compared to the RBOC market, (b) the specific UNEs, Interconnection, services and interfaces to be utilized by KMC, and (c) any technical distinctions between the interfaces used by Sprint and those employed by the RBOC. The Sprint PRP will be updated annually to reflect modifications and amendments to the RBOC plan.	No specific language proposed.

# KMC/Sprint Arbitration Issues Matrix

## Agreement: Part K - Collocation

Item No.	Issue	Status	Comments	KMC Proposed	Sprint Proposed
11.	K 8. Section 3 3  Shared cageless collocation  <i>Is KMC allowed under prevailing law to share cageless collocation space?</i>	Open	The FCC rules do not require shared cageless collocation.	3.3 Shared (Subleased) Caged and Cageless Collocation. KMC may allow other telecommunications carriers to share its caged collocation or cageless rack bay arrangements pursuant to terms and conditions agreed to by KMC ("Host") and other telecommunications carriers ("Guests") KMC will notify Sprint in writing upon execution of any agreement between the Host and its Guest within twelve (12) calendar days of its execution Further, such notice shall include the name of the Guest(s) and their term of agreement, and shall contain a certification by KMC that said agreement imposes upon the Guest(s) the same terms and conditions for collocation space as set forth in this Agreement.	3.3 Shared (Subleased) Caged Collocation. CLEC may allow other telecommunications carriers to share its caged collocation arrangement pursuant to terms and conditions agreed to by CLEC ("Host") and other telecommunications carriers ("Guests"). CLEC will notify Sprint in writing upon execution of any agreement between the Host and its Guest within twelve (12) calendar days of its execution. Further, such notice shall include the name of the Guest(s) and their term of agreement, and shall contain a certification by CLEC that said agreement imposes upon the Guest(s) the same terms and conditions (excluding rates) for collocation space as set forth in this Agreement
12.	K 40. Section 12.2.1  Interconnection and cross connect facilities.  <i>Should KMC be allowed to provision cross-connects within its collocation space without application or additional charges by Sprint?</i>	Open	KMC may provision its own cross-connects that are entirely within KMC's collocation space or between adjacent collocation spaces without being required to submit a collocation application or being subject to additional Sprint charges.	12.2.1 Interconnection Sprint shall permit KMC to interconnect its network, via cross-connect facilities ("XC"), with that of another adjacently collocated telecommunications carrier at the Sprint Premises. A XC is a cabling scheme between cabling runs (including dark fiber), subsystems, and equipment using patch cords or jumper wires that attach the cabling scheme to connection hardware on each end, as defined and described by the FCC in its applicable rules and orders Rates are set forth in Table XX of this Attachment. KMC may provision XCs within its Collocation Space without application or additional charges by Sprint Sprint will provide such cross-connect facilities for non-adjacent locations at the expense of KMC per KMC's request.	12.2.1 Co-Carrier Cross Connects (CCXC). Sprint, shall permit KMC to interconnect its network, via cross-connect facilities ("X-C"), with that of another adjacently collocated telecommunications carrier (TC) at the Sprint Premises provided KMC follows prescribed technical and safety guidelines. Sprint will provide such cross-connect facilities for non-adjacent locations at the expense of KMC per KMC's request.

## KMC/Sprint Arbitration Issues Matrix

Item No.	Issue	Status	Comments	KMC Proposed	Sprint Proposed
13.	K 48. Section 13.3  Shared Use  <i>May KMC utilize spare capacity on an existing interconnector's entrance facility for the purpose of providing an entrance facility to its collocation arrangement?</i>	Open	An entrance facility should terminate to one location in Sprint's central office.	13.3 Shared Use. KMC may utilize the spare capacity on an existing interconnector's entrance facility for the purpose of providing an entrance facility to KMC's collocation arrangement within the same Premises. Sprint shall allow the splice, as long as the fiber is non-working dark fiber.	No specific language proposed
14	K 20. Section 5.1.2  Augments  <i>What should be the legal timeframe for Sprint to complete simple augments and what fee should apply?</i>	Open	Sprint offers two levels of augments.	5.1.2 Application Augment Fee. In the event KMC desires to modify or decommission the use of the Collocation Space in a manner that requires additional engineering or preparation work by Sprint, KMC will complete a subsequent Application detailing all information regarding the modification to the Collocation Space together with payment of the appropriate Application Augment Fee. Such modifications to the Premises may include but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, and equipment additions. The Application Augment Fee shall be dependent upon the level of assessment needed for the augment. Where the augment does not require assessment for provisioning or construction work but requires administrative costs by Sprint, an Administrative Only Application Fee as set for in Table Two. This Administrative Only Application Fee will be applicable in instances such as Transfer of Ownership of the Collocation Space.	5.1.2 Application Augment Fee. In the event KMC desires to modify or decommission the use of the Collocation Space in a manner that requires additional engineering or preparation work by Sprint, KMC will complete a subsequent Application detailing all information regarding the modification to the Collocation Space together with payment of the appropriate Application Augment Fee. Such modifications to the Premises may include, but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements and equipment additions

## KMC/Sprint Arbitration Issues Matrix

Item No.	Issue	Status	Comments	KMC Proposed	Sprint Proposed
				<p>twenty (20) calendar days after receipt of the BFFO for an:</p> <p>5.1.2.1.1. Extension of Existing AC Circuit Capacity within Arrangement Where Sufficient Circuit Capacity is Available.</p> <p>5.1.2.1.2. Fuse Change and/or Increase or Decrease -48V DC Power from Existing ILEC BDFB</p> <p>5.1.2.2. Minor Augments will be completed within forty-five (45) calendar days after receipt of the BFFO for</p> <p>5.1.2.2.1. 168 DS1s Terminations at the ILEC Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)</p> <p>5.1.2.2.2. 96 DS3s Terminations at the ILEC Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)</p> <p>5.1.2.2.3. Maximum of 2000 Service Ready DS0 Terminations at the ILEC Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)</p> <p>5.1.2.3. Intermediate Augments will be completed within sixty (60) calendar days after receipt of the BFFO for:</p> <p>5.1.2.3.1. 168 DS1s (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure as Required)</p> <p>5.1.2.3.2. 96 DS3s (Databasing and Installation of Termination Panels, Relay Racks or Additional</p>	

## KMC/Sprint Arbitration Issues Matrix

Item No.	Issue	Status	Comments	KMC Proposed	Sprint Proposed
				<p>Structure as Required)</p> <p>5.1.2.3 3 99 Fiber Terminations (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure as Required)</p> <p>5.1.2.3 4. Install Cable Racking or Other Support Structures as Required to Support Co-Carrier Cross Connects (Adequate Floor or Ceiling Structural Capacity Exists and Support/Protection Structure for Fiber Patch Cord is Excluded)</p> <p>5.1.2.4 Major Augments –Physical Collocation will be completed within ninety (90) calendar days after BFFO and includes all requests for additional physical collocation space (caged or cageless). Major Augments – Virtual Collocation will be completed within seventy-five (75) calendar days after BFFO and includes all requests for additional virtual collocation space</p>	
15.	<b>K</b> Section 3.8.7 and 3.8.8.	Open	The FCC does not require ILECs to allow in-place conversions of virtual collocation arrangements to physical collocation arrangements.	<p>3.8.7. Virtual to Physical Collocation Transition. In the event physical collocation space was previously denied at a location due to technical reasons or space limitations, and that physical collocation space has subsequently become available, KMC may transition its virtual collocation arrangements to physical collocation arrangements. In the event that Sprint knows when additional space for physical collocation may become available at the location requested by KMC, such information will be provided to KMC in Sprint's written denial of physical collocation. KMC must arrange with Sprint or a Sprint certified vendor for the relocation of equipment from its virtual collocation space to its physical collocation space and will bear the costs of such relocation. If KMC requests a conversion from virtual to collocation to physical collocation, the</p>	<p>3 8 7. Virtual Collocation Transition Upon request by KMC, virtual collocation arrangements provisioned prior to the availability of physical cageless collocation in a Premise may be converted to physical collocation arrangements. In converting such arrangements, the Sprint may require KMC to relocate its equipment. If relocation is required, Sprint will make reasonable efforts to avoid unnecessary relocation of equipment that KMC's request to convert from virtual to physical collocation. Sprint will also take appropriate steps to minimize inconveniences to KMC's customers. Upon conversion from virtual to physical, equipment ownership will revert back to KMC. KMC's cageless rack space will be clearly marked through floor-</p>



## KMC/Sprint Arbitration Issues Matrix

Item No.	Issue	Status	Comments	KMC Proposed	Sprint Proposed
				<p>response times described in this Attachment shall apply.</p> <p>3.8.8 Conversion of Virtual Collocation Space to Physical Collocation Space. Sprint will authorize the conversion of virtual collocation arrangements to physical collocation arrangements without requiring the relocation of the virtual arrangements pursuant to the FCC regulations.</p>	<p>markings or other identification; and KMC will comply with all security requirements applicable to cageless collocation. KMC will not be required to bear the cost of relocating virtually-collocated equipment in Sprint's Premises in order to convert it to cageless collocation, provided that no additions or reconfigurations of that equipment are necessary, however, relocation may be required if there is any commingling of equipment either with Sprint or another CLEC</p>